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QUITCLAIM DEED

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and codified at 10 U.S.C. 2687, note, the military installation at Fort Devens, Massachusetts (Fort Devens), must close not later than July 10, 1997; and

WHEREAS, it is the intention of the Army to retain the South Post and certain portions of Fort Devens as the Devens Reserve Forces Training Area (Devens RFTA), and to transfer other portions of Fort Devens to the Department of Labor, the Federal Bureau of Prisons, and the U.S. Fish and Wildlife Service (collectively, "Federal Parcels"); and

WHEREAS, pursuant to Chapter 498 of the Massachusetts Act of 1993, as amended, the Government Land Bank ("Land Bank") was granted the authority to oversee and implement the civilian reuse of Fort Devens in accordance with a local-approved reuse plan; and

WHEREAS, the Land Bank, a Local Reuse Authority, has made application for an Economic Development Conveyance (EDC) for the purchase of the property; and

WHEREAS, the Army, as authorized by the Base Closure Law, Public Law 101-510, as amended, and implementing regulations has determined that the application meets the criteria for conveyance to assist economic redevelopment and job creation and has accepted the Land Bank's application and made a final disposal decision with regard to the Property; and

WHEREAS, pursuant to Public Law 101-510, as amended, the Army has the authority to convey and intends to convey to the Land Bank the portions of Fort Devens exclusive of the Federal Parcels (hereinafter referred to as the "Property"); and

KNOW ALL MEN BY THESE PRESENTS that the UNITED STATES OF AMERICA (the "Grantor"), acting by and through the SECRETARY OF THE ARMY (the "Army"), under and pursuant to the Defense Base Closure and Realignment Act of 1990, as

Harvard, Ayer & Shirley: Rt. 2

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*David Knischy, Esq.
Garrity & Knischy
126 State St
Boston, MA 02109*

amended, (Public Law 101-510, as amended, 10 U.S.C. 2687, note), in consideration of \$17,897,438, does hereby grant, remise, release, and forever quitclaim unto the GOVERNMENT LAND BANK (the "Grantee"), a Massachusetts body politic and corporate created by Chapter 212 of the Acts of 1975, as amended, having its principal place of business at 75 Federal Street, 10th Floor, Boston, Massachusetts 02110 (the "Land Bank"), and its successors and assigns, all its right, title, and interest in and to the property located in the towns of Ayer, Harvard, and Shirley, in the counties of Middlesex and Worcester, Massachusetts (the "Property"), which Property is more particularly described as Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, and Parcel 6 in Exhibit A, attached hereto and made a part hereof, said Property being set forth in a plan prepared by Howe Surveying Associates, Inc., for the Grantee, entitled "Plan of Land Conveyed to the Government Land Bank by the Secretary of the Army, Ayer, Harvard and Shirley, MA," dated May 9, 1996 (the "Plan"), and recorded herewith at the Middlesex County, Southern District, Registry of Deeds at Plan Book ~~_____~~, Plan ~~_____~~, and the Worcester County Registry of Deeds at Plan Book 703, Plan 112, excepting from the Property parcels identified on the Plan as:

A. Parcels C, D, F, H, and I, which Parcels are being retained by the Grantor, under the jurisdiction of the Army;

B. Parcel J, which Parcel is being retained by the Grantor, under the jurisdiction of the Federal Bureau of Prisons (the "Bureau");

C. Parcel G, which Parcel is being retained by the Grantor, under the jurisdiction of the Department of Labor; and

D. Parcels A-1 through A-17, and Parcels A-20 through A-31, which Parcels are being leased by the Grantor to the Grantee pursuant to a lease of even date herewith, a notice of which is being recorded.

Parcel A, Parcel B, and Parcels 1a through 1e, as shown on the Plan, which Parcels are being retained by the Grantor, under the jurisdiction of the Bureau, the Army, and the Department of the Interior, Fish and Wildlife Service

(the "Service"), respectively, are not being conveyed hereby; and Parcel A-19, as shown on the Plan, is being leased to the Grantee pursuant to the lease referenced above, and not conveyed hereby.

The Property includes:

- a. all buildings, facilities, utility systems, utilities, utility lines and poles, conduits, infrastructure, roadways, railroads, bridges, and improvements thereon and appurtenances thereto;
- b. all easements, reservations, and other rights appurtenant thereto;
- c. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related thereto;
- d. all mineral rights; and
- e. all appurtenant easements granted under Sections I, II, III, and IV hereof, the specific location of certain of said appurtenant easements to be more particularly described in a document to be entitled "Confirmatory Deed and Easement Locations" and recorded by the parties hereafter.

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

I. Appurtenant Easements Granted Over Parcels B, C, D, F, H and I, as shown on the Plan, said Parcels being hereinafter collectively referred to as the "Reserve Enclaves"

The following appurtenant rights and easements are hereby granted to the Grantee and its successors and assigns, in perpetuity:

A. Electric, Telephone, and Other Utility Service to the Reserve Enclaves

1. Easements

For the purposes of providing and maintaining electric service, cable television, and telephone service to the Reserve Enclaves, the nonexclusive perpetual right and easement within the Reserve Enclaves, centered on the existing utility poles, lines, or appurtenances, the widths and dimensions as necessary to exercise the rights and perform the conditions set forth below, and in other areas as may be necessary to provide such service, all as agreed upon in good faith by the Grantor and Grantee:

a. to operate, renew, maintain, replace, and remove existing aboveground cables or poles, underground buried cables, handholes, conduits, cables, pipes, poles, anchors and guys, fixtures, appurtenances, and service connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television service, and the provision of telephone service;

b. to replace and maintain, as necessary, to provide electric, cable television, and telephone service to said Reserve Enclaves, transformer pads or poles, with transformers thereon, handholes, wire distributing facilities, fixtures, apparatus, and service connections;

c. to repair, renew, and maintain conduits, the necessary wires, underground buried cables, cables, fixtures, and appurtenances for service connections to said transformers, handholes, and wire distributing facilities;

d. to use said line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television, and the provision of telephone service to other customers of the Grantee;

e. to cut, trim, and remove trees, brush, overhanging branches, and any other obstructions to the extent that the Grantee deems necessary to clear and keep clear and operate safely the said equipment;

f. to use and operate such vehicles and equipment within the easement as may be necessary to perform the functions authorized hereunder; and

g. to enter upon and authorize or permit others to enter upon said land of the Grantor from time to time for all of the foregoing purposes.

2. Conditions

The Grantee shall, in the utilization of said utility line easement rights granted in this Subsection I.A.:

a. restore any areas disturbed in connection with work undertaken hereunder to a safe and usable condition;

b. protect, in a workmanlike manner, at crossings and at places in proximity to the easement, in accordance with the National Electric Safety Code, all power transmission lines from contact and all roads from obstruction and maintain said lines in such a manner as to not menace life or property;

c. except in the case of an emergency, provide the Grantor prior notice of its entry onto the easement area.

B. Water, Sanitary Sewer, Gas, and Storm Sewer Service to the Reserve Enclaves

1. Easements

For the purposes of providing and maintaining water, sanitary sewer, gas, and storm water drainage services to the Reserve Enclaves, the nonexclusive perpetual right and easement within the Reserve Enclaves, centered on the existing utility lines (whether above or below ground), and appurtenances, the widths and dimensions as necessary to exercise the rights and perform the conditions set forth below, and in other areas as may be necessary to provide such service, all as agreed upon in good faith by the Grantor and Grantee:

a. to lay, construct, install, maintain, enlarge, remove, replace, operate, or repair water, sanitary

sewer, gas, or storm sewer mains, lines, manholes, conduits, catch basins, and all related equipment and appurtenances thereto;

b. to use said mains, lines, and appurtenances for their intended purposes, including the transmission of drinking water, storm water, gas, and sanitary sewage;

c. make the excavations and improvements, above and below ground, as required to exercise the rights granted in Subsection I.B.1.a. and I.B.1.b. above;

d. to use and operate such vehicles and equipment within the easement as may be necessary to perform the functions authorized hereunder; and

e. to enter upon and authorize and permit others to enter upon said land of the Grantor from time to time for all of the foregoing purposes.

2. Conditions

a. The Grantee shall, in the utilization of said storm sewer, water, gas, and sanitary sewer easement rights granted in this Subsection I.B. exercise due care in the performance of excavations and other work required hereunder and restore the easement lands following such work to a safe and usable condition;

b. except in the case of an emergency, provide the Grantor prior notice of its entry onto the easement area.

C. Access Rights Over Land Within the Reserve Enclaves

1. Easements

In all or portions of MacArthur Street, Queenstown Street, and Quebec Street, as said streets cross Parcel D, and in areas over Parcel C and Parcel F designated as "Right of Way Easement" on the Plan, the nonexclusive perpetual right and easement to use said streets, roads, and rights of way, in common with the Grantor and others, for all purposes for which streets and ways are now or may be hereafter used in the Commonwealth of Massachusetts or any political subdivision thereof, including, without

limitation, access on foot and in vehicles, and installing, maintaining, replacing, removing, and using underground and aboveground utility pipes and lines, including, without limitation, sewers, drains, water mains, gas pipes, catch basins, electric lines, telephone lines, and cable television lines, provided that the Grantor reserves the right:

- a. to control the speeds of vehicles utilizing said streets within the Reserve Enclaves; and
- b. in cases of national emergency, to block access to said streets until such time as the national emergency is abated.

2. Conditions

The Grantee shall, in the utilization of said access easement rights granted in this Subsection I.C.:

- a. exercise due care in the performance of any maintenance work or excavations undertaken hereunder; and
- b. maintain said roads in a safe and passable condition, including the removal of snow, ice, sand, salt, and debris therefrom, to the same standard other such roads are maintained by the Grantee within the Devens Regional Enterprise Zone.

II. Appurtenant Easements Granted Over Parcels 1a through 1e, as shown on the Plan, said Parcels being hereinafter collectively referred to as the "Service Parcels"

A. Terms and Conditions of Appurtenant Easements Over Land Under the Jurisdiction of the Service

By accepting the appurtenant easements set forth in this Section II (the "Easements"), the Grantee agrees to the following terms and conditions:

- 1. to comply with state and federal laws and lawful existing regulations thereunder that govern the holders of easements (collectively "Applicable Law") within the boundaries of units of the National Wildlife Refuge System, of which the expanded wildlife refuge at Fort Devens (the "Refuge") is a part;

2. to mechanically and non-chemically keep clear the lands within the Easements to the extent necessary to operate the utility lines safely and to comply with Applicable Law, and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated as a result of the Grantee's activities within Easement areas in such a manner as to decrease fire hazards and also in accordance with Applicable Law;

3. to make diligent efforts to prevent the disturbance or removal of any public land survey monument or Refuge boundary monument;

4. to take such soil and resource conservation and protection measures on the land covered by the Easements as required under Applicable Law;

5. to do everything reasonable within its power, both independently and on request of any duly-authorized representative of the Service or its successor, to prevent and suppress fires on or near lands to be occupied under the Easements, including making available such qualified manpower or assistance as may be reasonably obtainable for the suppression of such fires;

6. to rebuild and repair such roads, fences, structures, and trails as may be destroyed or injured by construction work undertaken by the Grantee within the Easements, and to build and maintain necessary and suitable crossings for all existing roads and trails that intersect the works constructed, maintained, or operated under authority of this grant of easement as mutually agreed by the Service and Grantee;

7. to pay the Service the full value for all damages to the lands or other property of the United States caused by the Grantee or its employees, contractors, or employees of the contractors arising from its use, occupancy, or operations within the Easement areas, provided that all work done as authorized under this grant of easement shall not be considered as damages to lands; and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the Easements, except

where such liability arises as a result of acts of the United States, its employees, or contractors, or where the Easements are granted hereunder to a state or other governmental agency which has no legal power to assume such liability with respect to damages caused by it to lands and property, in which case such agency in lieu therefore agrees to pay all such damages;

8. to keep the manager of the Refuge informed at all times of the address of the Grantee's principal place of business and the names and addresses of its principal officers;

9. to allow the occupancy and use by the Service, its grantees, permittees, or lessees of any part of the Easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Grantee, so long as such occupancy and use does not compromise the ability of the Grantee to use the Easements for their intended purposes, as set forth herein; and that authorized representatives of the Service shall have the right of access to the Easement areas for the purpose of making inspections and monitoring the construction, operation, and maintenance of the facilities and for other operations and uses of the Refuge that do not interfere with or compromise the ability of the Grantee to use the Easements for their intended purposes, as set forth herein;

10. that the Easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the Easements unless approved in writing by the Service;

11. that any transfer of the Easements by assignment, lease, operating agreement, or otherwise must be filed in triplicate with the Service and must be supported by a stipulation that the transferee agrees to comply with and be bound by the terms and conditions of the original grant; and that a twenty-five dollar (\$25.00) non-returnable service fee must accompany such transfer documentation;

12. that, unless otherwise provided, no interest granted shall give the Grantee any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder;

13. to protect, in a workmanlike manner, at crossings and at places in close proximity to the Easement areas, in accordance with the National Electric Safety Code, all telephone, telegraph, and power transmission lines from contact and all highways, roads, and railroads from obstruction, and to maintain said transmission lines in such manner as to not menace life or property;

14. that a rebuttal presumption of abandonment of any of the Easements is raised by the deliberate failure of the Grantee to use for any continuous four (4) year period an Easement for the purpose for which it was granted hereby; and that, in the event of such abandonment, the Grantor or its successor will notify the Grantee of its intention to terminate the Easement for abandonment sixty (60) days from the date of the notice, unless prior to the end of said sixty (60) day period the Grantee either resumes its use of the Easement or demonstrates conclusively that said resumption of use will occur within a reasonable amount of time thereafter, not to exceed an additional ninety (90) day period;

15. to restore any Easement area so far as it is reasonably possible to do so upon abandonment or release of any Easement as provided herein, unless this requirement is waived in writing by the Service; provided that in the case of sewer or water lines, restoration shall require flushing and capping of said systems, but not the removal of underground lines, and in the case of electric poles and lines, restoration shall require removal of said poles and lines, unless otherwise requested by the manager of the Refuge; and provided further that prior to undertaking any such restoration activities, the Grantee shall consult with the manager of the Refuge to ensure that said activities are coordinated with other ongoing activities at the Refuge; and

16. that any and all disputes between the Grantor and the Grantee regarding compliance with the above terms and conditions, shall be subject to the appeal procedures set forth in 50 CFR 25.45, provided that, notwithstanding the provisions of this subsection, said Easements are not subject to termination except as indicated in Subsection II.H. hereof.

B. Electric and Telephone Easements in the Vicinity of Hospital Road, Filter Bed Road, and Sheridan Road

The Grantor hereby grants and conveys to the Grantee the following described Easements in perpetuity, unless specifically provided otherwise below, to replace, repair, maintain, and patrol utility lines for the transmission and distribution of electrical current and the provision of telephone and cable television service consisting in each case of a single line of poles, unless otherwise indicated, including guys, fixtures, anchors, wires, and other appurtenances thereto, over, on, and across lands of the Grantor, with right of ingress and egress thereto, including the right to use and operate such vehicles and equipment necessary to perform the functions authorized hereunder, recognizing that the Grantee will use the minimum amount of equipment necessary to accomplish the purposes hereof, together with the right to trim and cut from time to time trees and underbrush along said lines and to use said utility lines for the above purposes, in the following widths and locations:

1. Easement U1-1e:

a thirty (30) foot wide easement centered on existing utility poles across Parcel 1e, as designated on the Plan, beginning at a point in the vicinity of monument 152 and running westerly across the Nashua River and along Filter Bed Road to a point in the vicinity of monument 173;

2. Easement U1-1a:

a thirty (30) feet wide easement centered on existing utility poles across Parcel 1a, as designated on the Plan, which Easement shall terminate upon the reconstruction of McPherson Road by the Grantee, as more particularly provided in Subsections II.D. and II.H. hereof;

3. Easement U1-1c:

a fifty (50) foot wide easement centered on existing utility poles across Parcel 1c, as designated on the Plan, beginning on the southeasterly side of the Nashua River near monument 240 and heading southwest, crossing Hospital Road to a point near monument 100;

4. Easement U1-1d:

a fifty (50) foot wide easement bounded on the northerly side by Parcel A and containing utility poles

along Sheridan Road and across Parcel 1d, as designated on the Plan, for the purposes set forth above, and, in addition, to allow for the nonexclusive access on Sheridan Road to the Shebokin Well and ancillary facilities and to the underpass to the South Post, across Parcel 1d as designated on the Plan, beginning at a point in the vicinity of monument 213, thence heading northwesterly along Sheridan Road to a point near monument 195, thence continuing in an easterly direction over said Parcel 1d to a point in the vicinity of monument 194. The location of the easement between monuments 195 and 194 shall be determined by the parties based on the as-built location of the electrical line to be constructed by the Federal Bureau of Prisons and associated access trail to be constructed by the Service;

5. Easement U2-1e:

a thirty (30) foot wide easement centered on existing electric utility poles across Parcel 1e, as designated on the Plan, beginning at a point between monuments 154 and 155, thence northerly to the easterly boundary of said Parcel 1e in the vicinity of monument 160; and

6. Easement U3-1e:

a thirty (30) foot wide easement centered on existing telephone utility poles across Parcel 1e, as designated on the Plan, beginning at a point between monuments 154 and 155, thence northerly to the easterly boundary of said Parcel 1e in the vicinity of monument 160.

C. Sewer and Water Easements

The Grantor hereby grants and conveys to the Grantee the following described Easements in perpetuity, unless specifically provided otherwise below, to replace, repair, maintain, and patrol water and/or sanitary sewer, or both, as specified below, mains, lines, manholes, and all related equipment and appurtenances thereto, for the transmission of water and sanitary sewage over, on, under, and across lands of the Grantor, with right of ingress and egress thereto, including the right to use and operate such vehicles and equipment necessary to perform the functions authorized hereunder, recognizing that the Grantee will use the minimum amount of equipment and vehicles necessary to accomplish the purposes hereof, together with the right to trim and cut from time to time trees and underbrush along

said lines and use said mains, lines, and appurtenances for the above purposes, in the following widths and locations:

1. Easement S1-1e:

a thirty (30) foot wide easement for a sewer force main centered on the existing force main on Parcel 1e north of the Bailey Bridge, as designated on the Plan, beginning at the existing sewer pump station on the east side of the Nashua River and continuing under said Nashua River to the existing filter beds on the west side of the Nashua River, activities with regard to this Easement include the ability to undertake and complete the construction of a new main or the reconstruction of the existing main and access rights necessary to do such construction and reconstruction, in addition to the other activities set forth above;

2. Easement S1-1a:

a thirty (30) foot wide easement for a sewer line centered on the existing sewer line across Parcel 1a, as designated on the Plan, which Easement will terminate upon the completion of the reconstruction of McPherson Road, as indicated in Subsection II.H. hereof;

3. Easement W1-1a:

a thirty (30) foot wide easement for a water line centered on the existing water line across Parcel 1a, as designated on the Plan, which Easement will terminate upon the completion of the reconstruction of McPherson Road, as indicated in Subsection II.H. hereof;

4. Easement S1-1c:

a thirty (30) foot wide easement for a sewer line centered on the existing sewer line across Parcel 1c, as designated on the Plan, on the southeasterly side of the Nashua River near West Main Street, beginning at a point near monument 240, heading southwesterly to a point near Hospital Road and monument 241, which grant of easement is subject to the following conditions:

a. if the sewer line is expanded or requires major reconstruction, said line will be moved out of the floodplain and relocated onto property owned by the Grantee;

b. all repairs to the sewer line will employ construction methods that will minimize disturbance to the floodplain, i.e. slip-lining;

5. Easement S2-1e:

a thirty (30) foot easement for sewer lines centered on *existing* sewer lines across Parcel 1e, as designated on the Plan, beginning at a point between monuments 154 and 155, hence northerly to the easterly boundary of said Parcel 1e in the vicinity of monument 160, which easement will terminate upon the completion of the reconstruction of McPherson Road, as indicated in Subsection II.H. hereof;

6. Easement W1-1e:

a thirty (30) foot easement for water lines centered on existing water lines across Parcel 1e, as designated on the Plan, beginning at a point between monuments 154 and 155, hence northerly to the easterly boundary of said Parcel 1e in the vicinity of monument 160, which Easement will terminate upon the completion of the reconstruction of McPherson Road, as indicated in Subsection II.H. hereof.

D. McPherson Road Easements

The Grantor hereby grants and conveys to the Grantee the following Easements along McPherson Road:

1. Existing Utilities Easement U4-1e:

the right to replace, repair, maintain, and patrol, as specified below, all existing utilities along McPherson and Bishop Roads across Parcel 1e from the B & M Railroad property line, thence northerly and northwesterly to a point just south of monument 192, said Easement then splitting and running northeasterly as McPherson Road lies to monument 159 and easterly as Bishop Road lies to monument 311 on the easterly boundary of Parcel 1e, including all water, sanitary sewer, and/or gas mains, lines, manholes, and all related equipment and appurtenances thereto for the transmission of water, sanitary sewage, and gas, and utility lines for the transmission and distribution of electrical current and the provision of telephone and cable television service, consisting of utility poles, including guys, fixtures, anchors, wires, and all appurtenances thereto, over, on, under, and across lands of the Grantor, with right

to ingress and egress thereto, including the right to use and operate such vehicles and equipment necessary to perform the functions authorized hereunder, recognizing that the Grantee will use the minimum amount of equipment and vehicles necessary to accomplish the purposes hereof, together with the right to trim and cut from time to time trees and underbrush along said lines and use said mains, lines, and appurtenances for the above purposes;

2. Existing Roadway Easement R1-1e:

the right to use, maintain, and repair the existing McPherson Road and Bishop Road for access on foot and by vehicle and for the uses described above, as said lines, mains, and roads now exist across Parcel 1e and Parcel 1a, as designated on the Plan, beginning at a point on West Main Street in the vicinity of monument 264, thence running northerly and northeasterly to a point just south of monument 192; said Easement then splitting and running northeasterly as McPherson Road lies to monument 159 and easterly as Bishop Road lies to monument 311 on the easterly boundary of Parcel 1e,

Easements granted in Subsection II.D.1 and II.D.2 above will terminate following the final completion of the reconstruction of McPherson and Bishop Roads, as provided below, and as indicated in Subsection II.H. hereof;

3. Future Utilities Construction and Use Easement:

the right to construct, reconstruct, replace, repair, maintain, and patrol water, sanitary sewer, and gas mains, lines, manholes, and all related equipment and appurtenances thereto for the transmission of water, sanitary sewage, and gas, and utility lines for the transmission and distribution of electrical current, the transmission of intelligence by electricity, and the provision of telephone and cable television service, consisting of utility poles, underground conduits, including guys, fixtures, anchors, wires, and all appurtenances thereto, over, on, under, and across lands of the Grantor, with right to ingress and egress thereto, including the right to use and operate such vehicles and equipment necessary to perform the functions authorized hereunder, recognizing that the Grantee will use the minimum amount of equipment and vehicles necessary to accomplish the purposes hereof, together with the right to trim and cut from time to

time trees and underbrush along said lines and use said mains, lines, and appurtenances for the above purposes; said Easement to be terminated and replaced by a thirty (30) foot permanent utility easement for water, sewer, gas, electrical, telephone, and cable television lines and mains from West Main Street across said Parcel 1a and continuing five hundred and forty (540) feet north of the B & M Railroad property line, as indicated in Subsection II.H. hereof;

4. Future Road Construction and Use Easement:
the right to construct, reconstruct, and use McPherson Road and Bishop Road for all purposes public ways may be used in the Commonwealth of Massachusetts and political subdivisions thereof, including access on foot and by vehicle and for the uses described above, across Parcel 1e and Parcel 1a, as designated on the Plan, beginning at a point on West Main Street in the vicinity of monument 264, then running northerly and northeasterly to a point just south of monument 192; said Easement then splitting and running northeasterly as McPherson Road lies to monument 159 and easterly as Bishop Road lies to monument 311 on the easterly boundary of said Parcel 1e,

said Easement is three hundred (300) feet in width from the point of beginning, across said Parcel 1a, and running approximately five hundred and forty (540) feet north of the B & M Railroad property line. The Easement is then reduced to one hundred and fifty (150) feet in width for the remainder of its length. The final location of said Easement shall be based on the requirements of applicable laws, regulations, and permits required to complete the construction and reconstruction of McPherson Road and Bishop Road,

said three hundred (300) and one hundred and fifty (150) foot Easements will be terminated and replaced by a seventy-five (75) foot permanent roadway easement based on the recorded as-built location of the roadways, as indicated in Subsection II.H. hereof; and

5. Future Mitigation Area Easement:
an easement of approximately three and one-half (3½) acres for mitigation required by the roadway reconstruction located on said Parcel 1a; the exact size and

location of the mitigation area to be determined by the conditions included in permits that may be received for the reconstruction of McPherson Road.

E. Access Easement

The Grantor hereby grants and conveys to the Grantee an easement for the maintenance, repair, and use of an existing road and the Bailey Bridge for access on foot and by vehicle across Parcel 1e, as designated on the Plan, beginning at a point on McPherson Road near monument 192, thence running northwesterly as said Road now exists to a point, thence turning and running westerly across the Nashua River on the Bailey Bridge, thence southwesterly as the road and trail lies approximately two thousand seven hundred (2,700) feet to a point on Walker Road near monument 1097, provided that:

1. said Easement shall terminate in ten (10) years from the date of this Deed, unless the Easement is extended by mutual agreement of the Grantor and Grantee, as indicated in Subsection II.H. hereof; and

2. the Grantee shall dismantle the Bailey Bridge within one year after the termination of the Easement.

F. Drainage Easements

The Grantor hereby grants and conveys to the Grantee in perpetuity easements for drainage across Parcel 1a, Parcel 1b, Parcel 1c and Parcel 1e, as designated on the Plan, including all existing headwalls, outfalls, and drainage pipes in their current locations. Said easements shall be sufficient width to allow for access to and maintenance of said existing structures, provided that existing roads and trails shall be used for such access wherever possible. Major repairs or replacements of said structures shall be covered by Best Management Practices.

G. Hospital Bridge Easement

The Grantor hereby grants and conveys to the Grantee the following described Easement in perpetuity for the Hospital Bridge crossing the Nashua River, the Grantee being conveyed said Hospital Bridge in fee hereby, and the Grantor retaining the fee in the banks and the bed of the Nashua River, which Easement shall include rights:

1. to improve, repair, maintain, construct, reconstruct, and relocate, within the Easement area, Hospital Bridge;

2. to utilize Hospital Bridge for the purpose of extending utilities across the Nashua River, including electric, telephone, and cable television lines, and lines for the transmission of intelligence by electricity, and all necessary equipment and appurtenances thereto, and sanitary sewer, water, and gas lines and mains, and all necessary equipment and appurtenances thereto;

3. to repair, relocate, maintain, construction, and reconstruction said utility lines, mains, and appurtenances;

4. to use said lines and mains for their intended purposes; and

5. to use Hospital Bridge for all of the purposes public ways are utilized in the Commonwealth of Massachusetts and political subdivisions thereof, including access on foot and by vehicle and for the uses described above.

Said Easement area begins at a point seventeen and two/hundredths ($17 \frac{2}{100}$) feet northeast of monument 228, thence, on a bearing of North $40^{\circ} 11' 55''$ East a distance of one hundred and fifty (150) feet to a point, thence on a bearing of South $48^{\circ} 36' 07''$ East a distance of four hundred seventeen and seventy-three/hundredths ($417 \frac{73}{100}$) feet to a point, thence on a bearing of South $39^{\circ} 27' 48''$ West a distance of one hundred and fifty (150) feet to a point, thence on a bearing of North $48^{\circ} 46' 07''$ West a distance of four hundred nineteen and sixty-six/hundredths ($419 \frac{66}{100}$) feet to the point of beginning. Said Easement area contains sixty-two thousand eight hundred and four (62,804) square feet.

H. Termination of Easements

The Easements described above and designated as Easement numbers U1-1a, S1-1a, W1-1a, W1-1e, U4-1e, R1-1e, S2-1e, and Subsections II.D.1 through II.D.4., shall terminate upon the granting of replacement easements, in conjunction with the planned construction of roads and other

facilities in the future, or upon the occurrence of other events, all as described elsewhere in this deed.

III. Appurtenant Easements Granted Over Parcel G, as shown on the Plan, said Parcel being hereinafter referred to as the "Job Corps Parcel"

For the purposes of providing and maintaining electric service, cable television, telephone, water, sewer, drainage, and other utility service to the Job Corps Parcel and to land of the Grantee, the perpetual right and easement over, across, under, and through the areas shown on the Job Corps Parcel of the Plan and designated thereon as "30' Wide Electric Easement" and "75' Wide Utility Easement":

A. to construct, enlarge, operate, renew, maintain, replace, and remove aboveground cables or poles, underground buried cables, handholes, conduits, cables, pipes, poles, anchors and guys, fixtures, appurtenances, and service connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television service, and the provision of telephone service;

B. to replace and maintain, as necessary, to provide electric, cable television, and telephone service to said Job Corps Parcel, transformer pads or poles, with transformers thereon, handholes, wire distributing facilities, fixtures, apparatus, and service connections;

C. to repair, renew, and maintain conduits, the necessary wires, underground buried cables, cables, fixtures, and appurtenances for service connections to said transformers, handholes, and wire distributing facilities;

D. to use said line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television, and the provision of telephone service to other customers of the Grantee;

E. to cut, trim, and remove trees, brush, overhanging branches, and any other obstructions to the extent that the Grantee deems necessary to clear and keep clear and operate safely the said equipment;

F. to lay, construct, install, maintain, enlarge, remove, replace, operate, or repair water, sanitary sewer, gas, or storm sewer mains, lines, manholes, conduits, catch basins, and all related equipment and appurtenances thereto;

G. to use said mains, lines, and appurtenances for their intended purposes, including the transmission of drinking water, storm water, gas, and sanitary sewage;

H. to make the excavations and improvements, above and below ground, as required to exercise the rights granted above;

I. to use and operate such vehicles and equipment within the easement areas as may be necessary to perform the functions authorized hereunder; and

J. to enter upon and authorize or permit others to enter upon said land of the Grantor from time to time for all of the foregoing purposes.

IV. Appurtenant Easements Granted Over Parcel J, as shown on the Plan, said Parcel being hereinafter referred to as the "Prison Parcel"

The following appurtenant rights and easements are hereby granted to the Grantee and its successors and assigns, in perpetuity:

A. Electric, Telephone, Water, Sewer and Other Utility Service

1. Easements

For the purposes of providing and maintaining electric service, cable television, telephone, water, sewer, drainage, and other utility service to the Prison Parcel as shown on the Plan and to other land of the Grantee, the perpetual right and easement over, across, under, and through said Prison Parcel, centered on the existing utility poles, lines, or appurtenances, with widths and dimensions necessary to exercise the rights and perform the conditions set forth below:

a. to operate, renew, maintain, replace, and remove aboveground cables or poles, underground buried

cables, handholes, conduits, cables, pipes, poles, anchors and guys, fixtures, appurtenances, and service connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television service, and the provision of telephone service;

b. to replace and maintain, as necessary, to provide electric, cable television, and telephone service to said Prison Parcel, transformer pads or poles, with transformers thereon, handholes, wire distributing facilities, fixtures, apparatus, and service connections;

c. to repair, renew, and maintain conduits, the necessary wires, underground buried cables, cables, fixtures, and appurtenances for service connections to said transformers, handholes, and wire distributing facilities;

d. to use said line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television, and the provision of telephone service to other customers of the Grantee;

e. to cut, trim, and remove trees, brush, overhanging branches, and any other obstructions to the extent that the Grantee deems necessary to clear and keep clear and operate safely the said equipment;

f. to install, maintain, remove, replace, operate, or repair water, sanitary sewer, gas, or storm sewer mains, lines, manholes, conduits, catch basins, and all related equipment and appurtenances thereto;

g. to use said mains, lines, and appurtenances for their intended purposes, including the transmission of drinking water, storm water, gas, and sanitary sewage;

h. to make the excavations and improvements, above and below ground, as required to exercise the rights granted above;

i. to use and operate such vehicles and equipment within the easement areas as may be necessary to perform the functions authorized hereunder; and

j. to enter upon and authorize or permit others to enter upon said land of the Grantor from time to time for all of the foregoing purposes.

2. Conditions

The Grantee shall, in the utilization of said utility line easement rights granted in this Subsection IV.A.:

a. restore any areas disturbed in connection with work undertaken hereunder to a safe and usable condition;

b. protect, in a workmanlike manner, at crossings and at places in proximity to the easement, in accordance with the National Electric Safety Code, all power transmission lines from contact and all roads from obstruction, and maintain said lines in such a manner as to not menace life or property; and

c. the Grantee shall terminate any of the easements granted in Subsection IV.A. upon a determination by the Grantee that any of said easements are no longer needed for the purposes set forth above.

B. Access Rights Over Land Within Prison Parcel

1. Easements

In all or portions of Antietam Street that is located on said Prison Parcel, the nonexclusive perpetual right and easement to use said street, in common with the Grantor and others, for all purposes for which streets and ways are now or may be hereafter used in the Commonwealth of Massachusetts or any political subdivision thereof, including, without limitation, access on foot and in vehicles, and installing, maintaining, replacing, removing, and using underground and aboveground utility pipes and lines, including, without limitation, sewers, drains, water mains, gas pipes, catch basins, electric lines, telephone lines, and cable television lines.

2. Conditions

The Grantee shall, in the utilization of said access easement rights granted in this Subsection IV.B.:

a. exercise due care in the performance of any maintenance work or excavations undertaken hereunder; and

b. maintain said streets in a safe and passable condition, including the removal of snow, ice, sand, salt, and debris therefrom, to the same standard other such roads are maintained by the Grantee within the Devens Regional Enterprise Zone.

V. Easements and Other Uses Reserved Over and on Land Conveyed to the Grantee for the Benefit of the Grantor, Acting By and Through the Army

The following rights and easements are hereby reserved from the Property by the Grantor:

A. Access to and from Reserve Enclaves

For the purpose of providing ingress and egress to the Reserve Enclaves, a nonexclusive right and easement to use in common with the Grantee and others for access by vehicle and on foot over the following roads and streets as set forth in Exhibit B, attached hereto and made a part hereof. These reserved rights and easements will terminate with reference to particular roads and/or streets set forth above when said roads and/or streets, as they may be improved, relocated, or renamed, or other roads or streets providing substantially equivalent access to the Grantor, are legally designated and accepted as public ways pursuant to applicable law, and shall otherwise be perpetual. With regard to the access rights reserved by the Grantor herein, the Grantee shall retain the right to maintain, improve, repair, widen, alter, rename, or relocate any of the above-referenced roads and/or streets, so long as the Grantor is given continuous alternate access of similar quality during any periods of time any such road or street is not usable for the purposes specified herein.

B. Access to and Training at Mirror Lake

1. Easement

A perpetual and nonexclusive easement for the purposes of:

a. providing ingress and egress to and from Mirror Lake, as said lake is identified on the Plan, for the uses identified herein; and

b. allowing the use of Mirror Lake for the training of all units and members of the United States Armed Forces and Coast Guard, including Active Duty, Reserve Forces, National Guard, and other related unit members; for all units and members of such forces from other countries, so long as they are training with members of the United States forces; and for units and members of the Federal Emergency Management Agency, all local emergency management agencies and civil defense forces, and all law enforcement forces, so long as they are training with members of the United States or other country forces, including the right to transport equipment, weapons, ammunition, and other training aides to and from Mirror Lake; and to lay and remove temporary utility lines to and from Mirror Lake, as necessary to support the above training activities.

2. Conditions

The Grantor shall, in the utilization of the easement rights reserved in this Subsection V.B.:

a. restore any areas disturbed in connection with activities undertaken hereunder to at least the condition as existed before the commencement of such activities;

b. provide to the Grantee, except in cases of emergency, prior written notice at least two (2) days prior to the commencement of training exercises at Mirror Lake;

c. make good faith efforts not to unduly interfere with recreation activities of the Grantee ongoing at and adjacent to Mirror Lake; and

d. utilize Mirror Lake consistent with the conservation purposes, as described in Subsection XI.C. herein.

C. Electric, Telephone, and Other Utility Service to the Reserve Enclaves and the South Post of Fort Devens

1. Easement

For the purposes of providing and maintaining electric service, cable television, and telephone service to the Reserve Enclaves, and from the Reserve Enclaves to the South Post of Fort Devens, the perpetual right and easement, at no cost to the Army, for the nonexclusive use of existing utility poles, and the area centered on the underground fiber optic cable running from the Verbeck Gate, so-called, to Building P-2, said building being subject to a seven (7) year lease with New England Telephone and Telegraph Company:

a. to install and maintain underground conduits and cable in the area from Verbeck Gate to Building P-2;

b. to operate, renew, maintain and replace existing aboveground cables or poles, underground buried cables, handholes, conduits, cables, pipes, poles, anchors and guys, fixtures, appurtenances, and service connections, with the wires and cables therein or thereon, constituting a line or lines for the transmission and/or distribution of electricity, the transmission of intelligence by electricity, the provision of cable television service, and the provision of telephone service;

c. to replace and maintain, as necessary, to provide electric, cable television, and telephone service to said Reserve Enclaves, existing transformer pads or poles, with transformers thereon, handholes, wire distributing facilities, fixtures, apparatus, and service connections;

d. to repair, renew, and maintain conduits, the necessary wires, underground buried cables, cables, fixtures, and appurtenances for service connections to said transformers, handholes, and wire distributing facilities;

e. to use said line or lines for the transmission and/or distribution of electricity, the

transmission of intelligence by electricity, the provision of cable television, and the provision of telephone service to other customers of the Grantee;

f. to cut, trim, and remove trees, brush, overhanging branches, and any other obstructions to the extent that the Grantee deems necessary to clear and keep clear and operate safely the said equipment;

g. to use and operate such vehicles and equipment within the easement as may be necessary to perform the functions authorized hereunder; and

h. to enter upon and authorize or permit others to enter upon said land of the Grantor from time to time for all of the foregoing purposes.

2. Conditions

The Grantee shall, in the utilization of the easement rights reserved in this Subsection V.C.:

a. restore any areas or poles damaged or disturbed in connection with activities undertaken hereunder to at least the condition as existed prior to the commencement of said activities; and

b. protect, in a workmanlike manner, at crossings and at places in proximity to said poles and easement area, in accordance with the National Electric Safety Code, all transmission lines from contact and all roads from obstruction, and maintain said lines and cables in such a manner as to not menace life or property.

D. Water, Sanitary Sewer and Gas Service

The Army hereby reserves the possession, use, and operation of the water and wastewater/sewer systems until September 30, 1996 and the gas distribution system until July 1, 1996, including all appurtenances and facilities related thereto. Upon expiration of said periods of reservation, said rights of possession shall terminate, the Land Bank shall assume possession and operation of said systems and will provide the Reserve Enclaves with utilities as provided for in the Utility Agreement between the parties hereto.

E. Reservation of Use and Occupancy of Certain Buildings

The Grantor reserves the use and occupancy of the following buildings, including parking and other facilities currently being used by the Grantor in connection with the use of said buildings, until July 10, 1997:

1. Buildings

Headquarters (P-1), Administrative (P-3), BOQ/BEQ (P-20), BOQ/BEQ (P-21), Administrative (P-25), Administrative (P-227), Administrative (P-243), Administrative (3701), UXO Operations (T-622), Riggs Gym (P-692), Supply Warehouse (P-1400), TASC Operations (T-1434), Administrative (P-1451), TASC Photo (P-1453), AAFES (P-2021), Warehouse (T-2294), Administrative (T-2734), Administrative (T-2735), Warehouse (T-3525), Warehouse (T-3544) and AAFES (T-3573); and

2. Housing Units

573 Spruce Street; 824, 826, 829, 835, 851, 852, 854, 861 Birch Street; 891, 892, 894 Beech Street; 40, 46, 47, 48, 50, 51, 54, 55, 59, 61, 81, 85, 92 Walnut Street; 366, 367 El Caney Street; 143, 147 Cavite Street; 859, 861, 864 Poplar Street; 582, 584 Maple Street; 308, 350 Antietam Street; 856, 869 Cedar Street; 549, 552, 554, 548 Locust Street; 108, 117, 118 Auman Street; 64, 67, 69, 72, 76, 77, 79 Elm Street; 130, 131, 137, 138 Bates Service Road; 154, 157, 162, 163 Adams Circle; 363 Chance Street; 876, 878 Hospital Road; and 331 Grant Street.

The Grantee further reserves the right of ingress and egress to said buildings and facilities. The Grantor may relinquish the right to use and occupy said buildings and facilities at any time by giving the Grantee thirty (30) days written notice.

VI. Easements Reserved Over Land Conveyed to the Grantee for the Benefit of the Grantor, Acting By and Through the Service

The following rights and easements are hereby reserved from the Property by the Grantor, acting for and on the behalf of the Service:

A. Hospital Road Parking Area and Access

For the purpose of providing a parking area ancillary to the Refuge and access thereto, the perpetual right and easement to use the area designated on the Plan as the "Refuge Parking Area" for the parking of vehicles, including the right to maintain, repair, and improve said area, and restrict access thereto with gates or otherwise, as necessary for the uses specified herein. Included in this reservation are rights of access off of Hospital Road shown as Easement number 1c-R1 on the Plan as necessary to accommodate said parking uses, taking safety considerations into account, provided that the parties agree that the access area currently shown on the Plan may be adjusted to accommodate improvements made to Hospital Road by the Grantee, so long as said access is not permanently impaired.

B. Jackson Road Access

1. Easement 1c-R:

For the purpose of providing access from Parcel 1c, as designated on the Plan, to Jackson Road, the perpetual right and easement to cross and recross Parcel 1, as designated on the Plan as Easement 1c-R, beginning at monument number 224, thence South 66° 24' 13" East one hundred and twenty (120±) feet to the pavement on Jackson Road; thence South 15° West along Jackson Road thirty (30±) feet; thence North 66° 24' 13" West one hundred and twenty (120±) feet to a point on the boundary line of said Parcel 1c; thence along the boundary of said Parcel 1c North 15° 00' 36" East thirty (30±) feet to the point of beginning. Said easement area contains three thousand six hundred (3,600±) square feet.

2. Easement 1d-R:

For the purpose of providing access to said Parcel 1d, the perpetual right and easement fifty (50) feet in width to cross and recross said Parcel 1 and to install electric lines from the vicinity of monument 194 to the pavement of Jackson Road. These reservations are subject to the following conditions:

a. the Grantee shall not be restricted in the undertaking and completion of improvements to Jackson Road, provided that the access rights reserved will be restored thereafter; and

b. the location of the Easement areas may be altered by mutual consent of the Grantor, acting by and through the Service, and Grantee.

VII. CERCLA Covenants and Notice

Pursuant to Sections 120(h)(3) and (4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq ("CERCLA"):

A. For the Property, except that portion of the Property described in Section V.B below:

1. The Grantor hereby notifies the Grantee of the storage, release, and disposal of hazardous substances on the Property. Available information regarding the type, quantity, and location of such substances and action taken is at Exhibit C herein. The information regarding this storage, release, and disposal indicates that there is no threat to human health and the environment.

2. The Grantor hereby covenants that:

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

b. any additional remedial action found to be necessary after the date of the conveyance that resulted from past activities shall be conducted by the Grantor.

3. The Grantor reserves a right of access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this conveyance.

B. CERFA Parcels: The Grantor has identified, in the Community Environmental Response Facilitation Act ("CERFA") Report for Fort Devens dated April 1994, a copy of which has been provided to the Grantee, portions of the Property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of. With regard to the

portions of the Property identified in the CERFA Report, the Grantor covenants that any response action or corrective action found to be necessary after the date of this conveyance shall be conducted by the Grantor. The Grantor reserves a right of access to the said portions of the Property in any case in which a response action or corrective action is found to be necessary after the date of conveyance, or such access is necessary to carry out a response action or corrective action on adjoining property.

VIII. Federal Facilities Agreement

By accepting this Deed, the Grantee acknowledges that the Grantor has provided the Grantee with a copy of the Federal Facilities Agreement (the "FFA") between the Grantor and the U.S. Environmental Protection Agency ("EPA"), dated May 11, 1991, and the modification thereto, dated March 26, 1996. The Grantor shall provide the Grantee with a copy of any future amendments to the FFA.

A. The Grantor, EPA, and the Commonwealth of Massachusetts, and their agents, employees, and contractors, shall have access to and over the Property as may be necessary for any investigation, response, or corrective action pursuant to CERCLA or the FFA found to be necessary before or after the date of this Deed on the Property or on other property comprising the Fort Devens National Priorities List (the "NPL") site. This reservation includes the right to access to and use of, to the extent permitted by law, any available utilities at reasonable cost to the United States.

B. In exercising the rights hereunder, the United States and the Commonwealth shall give the Grantee or its successors or assigns reasonable notice of actions taken on the Property under the FFA and shall, to the extent reasonable, consistent with the FFA, and at no additional cost to the United States, endeavor to minimize the disruption to the Grantee's, its successors', or assigns' use of the Property.

C. The Grantee agrees that notwithstanding any other provision of the Deed, the United States assumes no liability to the Grantee, its successors, or assigns, or any other person, should implementation of the FFA interfere with the use of the Property. The Grantee and its

successors and assigns shall have no claim on account of any such interference against the United States or the Commonwealth or any officer, agent, employee, or contractor thereof.

D. Prior to the determination by the United States that all remedial action is complete under CERCLA and the FFA for the Fort Devens NPL site, (i) the Grantee, its successors and assigns, shall not undertake activities on the Property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Devens NPL site and shall give prior written notice to the Grantor, EPA, and the Commonwealth of any construction, alterations, or similar work on the Property that may interfere with or impede said clean-up, and (ii) the Grantee shall comply with any institutional controls established or put in place by the Grantor relating to the Property which are required by any record of decision ("ROD") or amendments thereto, related to the Property, which ROD was approved by the Grantor and EPA and issued by the Grantor pursuant to CERCLA or the FFA before or after the date of this Deed. Additionally, the Grantee shall ensure that any leasehold it grants in the Property or any fee interest conveyance of any portion of the Property provides for legally binding compliance with the institutional controls required by any such ROD.

E. For any portion of the Property subject to a response action under CERCLA or the FFA, prior to the conveyance of an interest therein, the Grantee shall include in all conveyances provisions for allowing the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to CERCLA or the FFA on said portion of the Property and shall notify the Grantor, EPA, and the Commonwealth by certified mail, at least sixty (60) days prior to any such conveyance of an interest in said property, which notice shall include a description of said provisions allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to CERCLA or the FFA.

F. Prior to the determination by the United States that all remedial action under CERCLA and the FFA is complete under CERCLA and the FFA for the Fort Devens NPL site, the Grantee and all subsequent transferees of an interest in any

portion of the Property will provide copies of the instrument evidencing such transaction to the Commonwealth, the EPA, and the Grantor by certified mail, within fourteen (14) days after the effective date of such transaction.

G. The Grantee and all subsequent transferees shall include the provisions of this Section VIII in all subsequent leases, transfer, or conveyance documents relating to the Property or any portion thereof that are entered into prior to a determination by the United States that all remedial action is complete at the Fort Devens NPL site.

IX. Environmental Baseline Survey ("EBS") and Finding of Suitability to Transfer ("FOST")

The Grantee has received the technical environmental reports, including the EBS and FOST, prepared by, or on behalf of, the Grantor, the Grantee, and others, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the Property. The Grantee has inspected the property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use. If, after conveyance of the Property to Grantee, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successor or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property, or the activities of Grantor's contractors and/or agents. Grantee, its successors and assigns, as consideration for the conveyance, agrees to release Grantor from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the Grantee, or its agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by

applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

X. "AS IS"

All of the Property and personal property is conveyed under this agreement in an "as is", "where is" condition, without any representation or warranty whatsoever by the Army concerning the state of repair or condition of said Property.

XI. Wetlands and Floodplains

A. General Provisions

The Property contains wetlands protected under state and federal laws and regulations. Applicable laws and regulations restrict activities that involve draining wetlands or the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. To fulfill the Grantor's commitment in the Fort Devens Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq, this Deed provides for protection of wetlands beyond what would otherwise specifically be required under federal and state law.

B. Wetlands Protection

To protect water quality, groundwater recharge, and wildlife habitat, the Grantee, its successors, and assigns shall restrict activities within and protect wetlands on the Property herein conveyed; as provided for in Article VII.C. of the Devens By-Laws, dated November 18, 1994, and approved by the towns of Ayer, Harvard, and Shirley on December 7, 1994, as said Article VII.C. of the Devens By-Laws may be amended from time to time in accordance with applicable law, provided that any such amendment will not affect the obligation of the Grantee and its successors and assigns hereunder to comply with Article VII.C. of the Devens By-Laws in its form as of the date of this Deed, unless such amendment receives the written consent of the Massachusetts Department of Environmental Protection ("DEP").

C. Conservation Restriction Benefiting the Public

1. The Grantee covenants for itself, its successors, and assigns that it will conserve in perpetuity the natural and open qualities of those four (4) portions of the Property described in Exhibit D herein (hereinafter the "Parcels"). The Grantee, its successors, or assigns will not undertake or allow any activity on or use of the Parcels that may adversely affect or detract from the conservation of the natural and open qualities of the Parcels, including, but not limited to, the construction of buildings and structures or significant alteration of the vegetation or hydrology of the Parcels. This restriction shall run with the land. The parties agree that the Army's ongoing training activities on and the recreational use of Mirror Lake are consistent with the purposes of this conservation restriction.

2. The Grantor, through the U.S. Army Corps of Engineers, New England Division, will release this conservation restriction upon the recordation of a conservation restriction for the Parcels granted by the Grantee in accordance with Sections 31, 32, and 33 of Chapter 184 of the General Laws of Massachusetts, with the written consent of DEP.

D. Enforcement

The Grantee covenants for itself, its successors, and assigns that it shall include, and otherwise make legally binding, the restrictions in this Section XI in all subsequent lease, transfer, or conveyance documents relating to the Property subject thereto or any portion thereof. The restrictions and protections provided for in this Section XI shall run with the land. The restrictions in this Section XI benefit the lands retained by the United States that formerly comprised Fort Devens, as well as the public generally. The United States or the Commonwealth of Massachusetts shall have the right to enforce the wetlands and conservation restrictions provided for in this Section XI, by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Parcels to their condition prior to the time of the injury complained of (it being agreed that the Grantor and Commonwealth of Massachusetts may have no

adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantor and the Commonwealth of Massachusetts.

XII. Notice of the Presence of Asbestos

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found on the Property, as described in the EBS. The ACM on the Property does not currently pose a threat to human health or the environment. All friable asbestos that posed a risk to human health has either been removed or encapsulated.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this Deed, whether the Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

XIII. Notice of the Presence of Lead-Based Paint

Every purchaser of any interest in residential real property (target housing) on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses particular risk to pregnant women. The seller of any interest in target housing is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint

hazards is recommended prior to purchase. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

A. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the EBS, March 8, 1996, and in the Finding of Suitability to Transfer (FOST), dated March 1996, copies of which have been provided to the Grantee. The Grantee hereby acknowledges receipt of the information described in this paragraph and the federally required lead-hazard information pamphlet.

B. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, as required by law and regulation.

C. The Grantee and its successors and assigns shall not permit the occupancy of any target housing without first abating and eliminating lead-based paint hazards by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. This covenant runs with the land. The Grantee shall ensure that any assignee, transferee, affiliate, successor, or foreclosure purchaser of the property shall be bound by the provisions hereof.

XIV. Notice of the Presence of Radiation and Radon

A. Radiation. Low level radioactive materials (such as luminous paint, lens coatings, calibration sources, and other sealed sources) were used in various buildings on the Property, as described in the EBS. Except as provided below, results from radiation surveys indicate that the radiation on the Property is at background levels or below action levels and, therefore, does not pose a threat to human health or the environment. Nothing in this section shall limit the Grantor's remediation responsibility, including response costs, for radioactive material under applicable laws and regulations.

Radiation surveys have not been completed for the following buildings (the "Buildings") on the Property:

P-3	Headquarters Building	Temp. Enclave Bldg	960610
P-204	ASP Operations	Temp. Enclave Bldg	960610
P-1400	Warehouse	Temp. Enclave Bldg	961230
P-3756	Warehouse		
P-3758	Warehouse	Temp. Enclave Bldg	961030
P-3759	Warehouse	Temp. Enclave Bldg	960930
P-3773	Burke USAR Center	Temp. Enclave Bldg	960706
P-3774	Org Maintenance Shop	Temp. Enclave Bldg	960706

The Grantee agrees not to use or occupy any Building listed above until the Grantor has completed a radiation survey thereon and provided the Grantee written certification that radiation at said Building is at background levels or below action levels, and that use and occupancy of the Building does not pose a risk to human health or the environment. The Grantor agrees to complete the radiation surveys for all of the Buildings not later than September 1, 1996, subject to the availability of funds.

Furthermore, if the radiation surveys reveal that radiation within or associated with any of the Buildings exceeds action levels or poses a threat to human health or the environment, the Grantor will promptly, subject to the availability of funds, undertake remediation and response measures that are legally required to abate said threat, allowing full occupancy and use of the subject Building by the Grantee.

B. Radon. Buildings on the Property may contain unhealthy levels of radon. Available and relevant radon assessment data pertaining to the Lease Premises are in the EBS.

XV. Notice of the Presence of Underground Storage Tanks ("USTs")

The Grantee is hereby informed and does acknowledge that USTs have been located on the Property, as described in the EBS. The Grantee has further been informed by the Grantor that:

A. all USTs that have been removed from the Property were tested at the time of removal and any contamination identified was removed or remediated prior to backfilling;

B. all USTs that have not been removed have been identified, as a component of Grantor's ongoing UST management program; and

C. all former UST sites have been demonstrated to be clean.

XVI. Notice of Programmatic Agreement

The Grantee agrees to comply with applicable provisions of the Programmatic Agreement among the Grantee, the Advisory Council on Historic Preservation, and the Massachusetts Historic Commission dated March 20, 1996, with which the Grantor concurred. Said Programmatic Agreement is related to activities that may affect structures, facilities, or cultural or archeological sites eligible for or listed on the National Register of Historic Places.

XVII. Notice of Unexploded Ordnance

The Grantor completed a comprehensive records search, and based on that search, has undertaken and completed statistical and physical testing of areas on the Property where the existence of unexploded ordnance ("UXO") was considered to be present. Based upon said search and testing, the Grantor represents that, to the best of its knowledge, no UXO is currently present on the Property. The Grantor and the Grantee acknowledge that, due to the former use of the Property as an active military installation and notwithstanding the above records search and testing, UXO may exist on the Property. Upon due notice, the Grantor agrees to remove any such remaining UXO discovered on the Property, as required under applicable law and regulation, as expeditiously as reasonable and practicable, subject to the availability of funds.

XVIII. Notice of Non-Discrimination

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

XIX. Indemnification

A. The Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as provided in Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

B. The Grantee shall indemnify and hold the Army harmless from all claims, liability, loss, cost, environmental contamination, or damage arising out of or resulting from any improvements made to or work conducted on the property conveyed herein by the Grantee, its agents, employees, or contractors prior to the date of this deed, except where such claims, liability, loss, cost, environmental contamination, or damage is the result of the gross negligence or willful misconduct of the Army or its employees, agents, or contractors.

IN WITNESS WHEREOF, the Grantor hereunder sets its hand and seal as of the 9th day of May, 1996.

UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

By: Togo D. West, Jr.
Togo D. West, Jr.
Secretary of the Army

COMMONWEALTH OF VIRGINIA)
SS
COUNTY OF ARLINGTON)


I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 31st day of September 1999, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Togo D. West, Jr., Secretary of the Army, whose name is signed to the foregoing instrument, acknowledged the foregoing instrument to be his free act and deed, dated 10th day of May 1996, and acknowledged the same for and on behalf of the United States of America.

Joel B. Hudson
Notary Public
Joel B. Hudson

[Handwritten signature]

ACCEPTANCE: The Government Land Bank, a Massachusetts body politic and corporate created by Chapter 212 of the Acts of 1975, as amended, by its duly qualified and authorized Executive Director, Michael P. Hogan, does hereby accept and approve this Quitclaim Deed and agrees to all of the terms and conditions thereof as of the 13th day of May, 1996.

THE GOVERNMENT LAND BANK,
A MASSACHUSETTS BODY POLITIC
AND CORPORATE

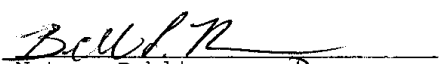
BY: 
Michael P. Hogan
Executive Director

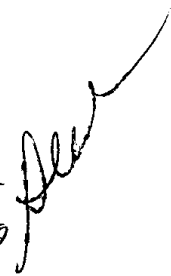
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 13, 1996

Then personally appeared the above-named Michael P. Hogan, Executive Director of the Government Land Bank, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Government Land Bank, before me


Notary Public Beth Brown
My Commission expires: 11/12/99



TAYLOR ABSTRACT CO.
TITLE 56069

Exhibits:

- A. Property Description
- B. Access Roads and Streets
- C. CERCLA Notice
- D. Conservation Parcels

EXHIBIT A**PROPERTY DESCRIPTIONS****PARCEL 1**

A certain parcel of land located in the Town of Ayer, Middlesex County, MA and the Town of Harvard, Worcester County, MA., known as parcel 1, beginning at a point on the northerly sideline of Route 2 and Jackson Gate with the NAD coordinates of N3015446.7100, E620708.8332;

- Thence along Rt. 2, N03°-03'-13"W, five hundred two and sixteen one hundredths feet (502.16') to a point;
- Thence still along Rt. 2, N73°-08'-13"W, ninety and no one hundredths feet (90.00') to a point;
- Thence still along Rt. 2, S23°-40'-06"W, three hundred seventy five and eighty four one hundredths feet (375.84') to a point at the sideline of Jackson Road and parcel 1C;
- Thence along Jackson Road and parcel 1c, N15°-00'-36"E, one thousand eight hundred ten and twenty-nine one hundredths feet (1,810.29') to Fish & Wildlife monument #224;
- Thence along parcel 1c, N66°-24'-13"W, one hundred thirty seven and twenty nine one hundredths feet (137.29') to a point;
- Thence N16°-40'-46"W, four hundred thirty four and ninety one one hundredths feet (434.91') to a point;
- Thence N33°-09'-11"W, three hundred seventy one and seventy eight one hundredths feet (371.78') to a point;
- Thence N36°-49'-52"W, three hundred seventy five and twenty two one hundredths feet (375.22') to a point;
- Thence N09°-40'-16"W, two hundred seventy seven and fourteen one hundredths feet (277.14') to a point;
- Thence N35°-00'-51"W, one hundred forty five and forty one hundredths feet (145.40') to a point;
- Thence N25°-52'-24"W, five hundred seventy six and ninety one one hundredths feet (576.91') to Fish & Wildlife monument #100;
- Thence N08°-32'-20"W, seven hundred four and sixty two one hundredths feet (704.62') to a point;

- Thence N22°-04'-06"E, one thousand one hundred seventy four and thirty seven one hundredths feet (1,174.37') to a point;
- Thence N16°-46'-23"E, three hundred seventy three and eighty nine one hundredths feet (373.89') to a point;
- Thence N59°-45'-06"E, five hundred sixty one and eight one hundredths feet (561.08') to a point;
- Thence N21°-19'-58"E, two hundred thirty six and eight one hundredths feet (236.08') to a point;
- Thence N21°-40'-10"W, ninety and eighty three one hundredths feet (90.83') to a point;
- Thence on a curved line with a radius to the right four hundred forty one and sixty four one hundredths feet (441.64') and a length of eight hundred one and thirty six one hundredths feet (801.36') to a point;
- Thence N39°-27'-48"E, one hundred seventy nine and seven one hundredths feet (179.07') to a point;
- Thence S48°-57'-28"E, fifty nine and thirty five one hundredths feet (59.35') to a point;
- Thence N41°-52'-52"E, five hundred twenty five and sixty and no one hundredths feet (525.60') to a point;
- Thence N31°-38'-38"E, eight hundred twenty six and seventy five one hundredths feet (826.75') to a point;
- Thence N29°-05'-04"E, one hundred eighty three and four one hundredths feet (183.04') to a point;
- Thence N04°-12'-38"E, three hundred four and six one hundredths feet (304.06') to a point;
- Thence N63°-14'-45"E, four hundred twenty seven and ninety four one hundredths feet (427.94') to a point;
- Thence N57°-33'-02"E, eight hundred thirty seven and eighty three one hundredths feet (837.82') to a point;
- Thence N29°-00'-43"E, four hundred nineteen and twenty nine one hundredths feet (419.29') to a point;
- Thence N29°-04'-02"E, eight hundred ninety six and seventy one hundredths feet (896.70') to a point;
- Thence N52°-48'-53"E, two hundred thirty six and ninety three hundredths feet (236.93') to Fish & Wildlife monument #240;
- Thence northwesterly, ninety five feet ±, (95' ±) to a point by the sideline of the Nashua River, last 27 courses along parcel 1b;
- Thence by the Nashua River easterly six hundred ninety two feet ±, (692' ±) to a point at West Main Street;
- Thence along West Main Street, four thousand one hundred fifty two feet ±, (4,152' ±) to a point;
- Thence southeasterly, one hundred forty nine feet ±, (149' ±) to a point;
- Thence northeasterly, three hundred three feet ±, (303' ±) to a point;
- Thence northeasterly, two hundred twenty seven feet ±, (227' ±) to a point;
- Thence northeasterly, two hundred eighteen feet ±, (218' ±) to a point;

- Thence northeasterly, one hundred eighty six feet \pm , (186' \pm) to a point;
- Thence northeasterly, one hundred eighty two feet \pm , (182' \pm) to a point;
- Thence northeasterly, one hundred sixty feet \pm , (160' \pm) to a point;
- Thence northeasterly, one hundred one feet \pm , (101' \pm) to a point;
- Thence northeasterly, one hundred eight feet \pm , (108' \pm) to a point;
- Thence northeasterly, seventy four feet \pm , (74' \pm) to a point;
- Thence northeasterly, one hundred seventy five feet \pm , (175' \pm) to a point;
- Thence westerly, two hundred five feet \pm , (205' \pm) to a point ;
- Thence northwesterly, eighty two feet \pm , (82' \pm) to a point;
- Thence northeasterly, fifty feet \pm , (50' \pm) to a point;
- Thence southeasterly, seventy three feet \pm , (73' \pm) to a point;
- Thence easterly, one hundred eighty one feet \pm , (181' \pm) to a point;
- Thence northeasterly, three hundred eighty six feet \pm , (386' \pm) to a point;
- Thence southerly, four hundred eighteen feet \pm , (418' \pm) to a point;
- Thence easterly, three hundred eighty one feet \pm , (381' \pm) to a point;
- Thence northerly, seventy three feet \pm , (73' \pm) to a point;
- Thence easterly, ninety six feet \pm , (96' \pm) to a point ;
- Thence southerly, seventy five feet \pm , (75' \pm) to a point;
- Thence easterly, one hundred ten feet \pm , (110' \pm) to a point;
- Thence northeasterly, one hundred five feet \pm , (105' \pm) to a point;
- Thence easterly, one hundred sixty nine feet \pm , (169' \pm) to a point;
- Thence northerly, ninety one feet \pm , (91' \pm) to a point;
- Thence easterly, five hundred fifty five feet \pm , (555' \pm) to a point;
- Thence southeasterly, one hundred forty one feet \pm , (141' \pm) to a point at the shore of Plow Shop Pond;
- Thence southerly and easterly along Plow Shop Pond three thousand feet \pm , (3000' \pm) to a point;
- Thence easterly, eighty feet \pm , (80' \pm) to the sideline of the B&M Railroad.
- Thence along the sideline of the B&M Railroad, S10°-34'-05"W, five thousand two hundred fourteen and no one hundredths feet (5,214.00') to a point;
- Thence S07°-45'-19"E, fifty nine and forty five one hundredths feet (59.45') to a point;
- Thence S10°-38'-11"W, six hundred eighty four and fifty seven one hundredths feet (684.57') to a point;
- Thence S36°-04'-11"W, fifty five and thirty five one hundredths feet (55.35') to a point;
- Thence S10°-40'-11"W, two hundred forty one and fifty one hundredths feet (241.50') to a point;
- Thence S05°-15'-11"W, two hundred eleven and ninety five one hundredths feet (211.95') to a point;
- Thence S09°-51'-41"W, two hundred seventy and two one hundredths feet (270.02') to a point;
- Thence N82°-36'-49"W, one hundred three and fifteen one hundredths feet (103.15') to a point;
- Thence S30°-48'-11"W, one hundred ninety eight and thirty five one hundredths feet

- (198.35') to a point;
- Thence S13°-50'-49"W, one hundred thirty six and ninety seven one hundredths feet (136.97') to a point;
- Thence S55°-12'-49"E, one hundred eight and eighty two one hundredths feet (108.82') to a point;
- Thence S02°-26'-11"W, one hundred thirteen and twenty six one hundredths feet (113.26') to a point;
- Thence N81°-42'-49"W, one hundred fifty eight and sixty four one hundredths feet (158.64') to a point;
- Thence S16°-09'-41"W, one hundred seventy one and fifty seven one hundredths feet (171.57') to a point;
- Thence S44°-09'-49"E, two hundred fifteen and forty eight one hundredths feet (215.48') to a point;
- Thence S10°-39'-41"W, one thousand one hundred twenty five and fifty seven one hundredths feet (1,125.57') to a point;
- Thence S13°-17'-41"W, forty and fifty three one hundredths feet (40.53') to a point;
- Thence S10°-40'-41"W, one thousand three hundred ten and fifty one one hundredths feet (1310.51') to a point;
- Thence S73°-14'-11"W, sixty four and thirty nine one hundredths feet (64.39') to a point;
- Thence S04°-00'-11"W, four hundred twenty and sixty one hundredths feet (420.60') to a point;
- Thence on a curved line with a radius to the right of two thousand nine hundred eighty three and fifty five one hundredths feet (2983.55') and a length of one thousand three hundred one and eighty two one one hundredths feet (1301.82') to a point;
- Thence N58°-12'-49"W, fifty and fifty three one hundredths feet (50.53') to a point;
- Thence S37°-15'-41"W, four hundred fifteen and thirty seven feet (415.37') to a point;
- Thence S47°-24'-11"W, three hundred twenty five and forty one hundredths feet (325.40') to a point;
- Thence S36°-55'-49"E, twenty eight and fifty one hundredths feet (28.50') to a point;
- Thence S53°-04'-11"W, one thousand three hundred eighty three and twenty one hundredths feet (1,383.20') to a point;
- Thence S38°-27'-57"W, six hundred thirteen and eighty nine one hundredths feet (613.89') to a point on the sideline of Rt. 2, last 28 courses being along sideline of the B&M Railroad;
- Thence along Rt. 2, on a curved line to the right with a radius of two thousand four hundred and twenty nine one hundredths feet (2,400.29') and a length of five hundred twenty four and ninety eight one hundredths feet (524.98') to a point;
- Thence still along Rt. 2, N79°-16'-58"W, nineteen and forty three one hundredths feet (19.43') to a point at the sideline of Rt. 2 and parcel 1d;
- Thence along parcel 1d in 8 courses, N10°-44'-19"E, fifty three and ninety nine one hundredths feet (53.99') to Fish & Wildlife monument #213;
- Thence N67°-07'-17"W, one hundred seventy one and eighty nine one hundredths feet (171.89') to a point;

- Thence N64°-22'-52"W, four hundred ninety six and thirty eight one hundredths feet (496.38') to a point;
- Thence on a curved line with a radius to the right of six hundred fifty three and no one hundredths feet (653.00') and a length of two hundred twenty two and fifty one one hundredths feet (222.51') to a point;
- Thence N44°-51'-29"W, eight hundred ninety four and sixty one hundredths feet (894.60') to a point;
- Thence on a curved line with a radius to the left of two thousand three hundred seventy two and no one hundredths feet (2,372.00') and a length of four hundred forty eight and ninety five one hundredths feet (448.95') to a point;
- Thence in twenty courses, N55°-42'-09"W, four hundred ninety seven and ninety three feet (497.93') to a point;
- Thence on a curved line with a radius to the left of one thousand six hundred twenty two and no one hundredths feet (1,622.00') and a length of three hundred thirty and thirty five one hundredths feet (330.35') to a point on Parcel A;
- Thence, N67°-22'-18"W, one hundred eighty seven and twenty seven one hundredths feet (187.27') to a point at the corner of parcel A, the last 9 courses being along parcel 1D;
- Thence along parcel A, N59°-32'-33"E, nine hundred twenty four and thirty three one hundredths feet (924.33') to a point;
- Thence S86°-51'-39"E, three hundred five and ninety six one hundredths feet (305.96') to a point;
- Thence, N56°-55'-05"E, two hundred seventy seven and seventy six one hundredths feet (277.76') to a point;
- Thence N07°-24'-27"E, one hundred eighty two and twenty one hundredths feet (182.20') to a point;
- Thence N82°-50'-53"W, fifty six and seventy one hundredths feet (56.70) to a point;
- Thence on a curved line with a radius of one hundred and seventy three and thirteen one hundredths feet (173.13') and length of three hundred sixty three and forty two feet (363.42') to a point;
- Thence N37°-25'-24"E, seventy five and fifty eight one hundredths feet (75.58') to a point;
- Thence on a curved line with a radius to the left of one hundred and fourteen and twenty one one hundredths feet (114.21') and a length of eighty eight and three one hundredths feet (88.03') to a point;
- Thence N06°-44'-26"W, three hundred twenty three and seventy one one hundredths feet (323.71') to a point;
- Thence on a curved line with a radius to the right of five hundred twenty five and seventy three one hundredths (525.73') and a length of two hundred eight and twenty two one hundredths feet (208.22') to a point;
- Thence N15°-57'-06"E, three hundred ninety and ninety one hundredths feet (390.90') to a point;
- Thence on a curved line with a radius to the left of one hundred seventy two and forty three one hundredths feet (172.43') and a length of one hundred seventy five and seventy

- nine one hundredths feet (175.79') to a point;
- Thence N42°-26'-43"W, seventy and eighty seven one hundredths feet (70.87') to a point ;
- Thence N81°-50'-32"W, four hundred twenty six and seventy nine one hundredths feet (426.79') to a point;
- Thence N85°-44'-04"W, five hundred seventy seven and thirteen one hundredths feet (577.13') to a point;
- Thence S85°-48'-10"W, three hundred eighteen and sixty six one hundredths feet (318.66') to a point;
- Thence S85°-48'-10"W, two hundred eighty one and four one hundredths feet (281.04') to a point;
- Thence on a curved line with a radius to the right one thousand five hundred eighty four and forty nine one hundredths feet (1,584.49') and a length of two hundred fifty two and sixteen one hundredths feet (252.16') to a point;
- Thence N85°-04'-45"W, one hundred seventy nine and no one hundredths feet (179.00') to the corner of parcel B, ;
- Thence along parcel B, N85°-05'-13"W, three hundred twenty nine and eighty six one hundredths feet (329.86') to a point on parcel A;
- Thence N85°-12'-53"W, thirty three and eighty seven one hundredths feet (33.87') to a point;
- Thence on a curved line with a radius to the left of six hundred fifty one and eighteen one hundredths feet (651.18') and a length of two hundred seventy nine and eighteen one hundredths feet (279.18') to a point;
- Thence S70°-20'-54"W, three hundred ninety one and sixty three one hundredths feet (391.63') to a point;
- Thence on a curved line with a radius to the right eight hundred forty nine and ninety two one hundredths feet (849.92') and a length of four hundred seventy six and thirteen one hundredths feet (476.13') to a point;
- Thence N77°-33'-17"W, six hundred sixty two and fifteen one hundredths feet (662.15') to a point on the sideline of Jackson Road, last 13 courses being along Patton Rd.;
- Thence along Jackson Rd., S15°-09'-51"W, two thousand twenty four and twenty one hundredths feet (2,024.20') to a point;
- Thence S39°-56'-04"E, twenty six and fifty four one hundredths feet (26.54') to Fish & Wildlife monument #194, the last 7 courses being on parcel A;
- Thence S15°-02'-21"W, four hundred eighty two and sixty one one hundredths feet (482.61') to the point of beginning on the sideline of Rt. 2., last three courses being along Jackson Rd.

Said parcel excepting parcels C, D, F, G and J, contains 2,190 ± acres. Leased parcels A1, A3, A4, A7 through A15, A17, A20 through A31 are also excepted from this parcel.

PARCEL 2

A certain parcel of land located in the Town of Shirley, Middlesex County, MA., beginning on the southerly side of Front Street, beginning at a point with the NAD coordinates of N3024822.07, E619855.38;

- Thence S09°-32'-17"W, one hundred and twenty six and thirty one one hundredths feet (126.31') to a point;
- Thence along a curved line on the right with the radius of five hundred and twenty four and seventy six hundredths feet (524.76') two hundred and eighty nine and fifty four one hundredths feet (289.54') to a point;
- Thence S46°-52'-39"E, three hundred and ninety two and twenty one one hundredths feet (392.21') to a point;
- Thence S46°-52'-39"E, one hundred and sixty nine and eighty seven one hundredths feet (169.87') to a point;
- Thence S40°-40'-22"W, one hundred sixty nine and forty nine one hundredths feet (169.49') to a point;
- Thence S43°-07'-36"E, eighty nine and seventy two one hundredths feet (89.72') to a point;
- Thence S46°-52'-24"W, three hundred and ninety two and four one hundredths feet (392.04') to a point;
- Thence S13°-14'-25"W, one thousand forty eight and seventy nine one hundredths feet (1048.79') to a point;
- Thence S49°-29'-30"E, one hundred forty five and nine one hundredths feet (145.09') to a point;
- Thence S40°-11'-55"W, one hundred and seventy nine and three one hundredths feet (179.03') to Fish & Wildlife monument #228;
- Thence N49°-37'-00"W, two hundred twenty four and seventeen one hundredths feet (224.17') to a point;
- Thence N77°-50'-04"W, one hundred and seventy two and eighty seven one hundredths feet (172.87') to a point;
- Thence S41°-42'-46"W, six hundred and seventeen and ten one hundredths feet (617.10') to a point at parcel E, the last 14 courses being along parcel 1b;
- Thence along parcel E, northwesterly, three hundred and thirty three feet ±, (333' ±) to a point;
- Thence northeasterly, four hundred and forty five feet ±, (445' ±) to a point;
- Thence northwesterly, five hundred ninety eight feet ±, (598' ±) to a point at the land now

or formerly of the Town of Shirley;

- Thence westerly, three hundred and seventy nine feet \pm , (379' \pm) to a point;
- Thence northerly, one hundred seventeen feet \pm , (117' \pm) to a point;
- Thence northwesterly, seven hundred and sixty feet \pm , (760' \pm) to a point;
- Thence northwesterly, one hundred and eighty four feet \pm , (184' \pm) to a point on the sideline of Front Street;
- Thence along Front Street, two thousand two hundred and seventy eight feet \pm , (2278' \pm) to the point of beginning;

Said parcel contains 89 acres \pm .

PARCEL 3

A certain parcel of land located in the Town of Shirley, Middlesex County, MA., known as parcel 3, located at the intersection of Walker Rd. and Hazen Road, beginning at a point on the southerly sideline of Hazen Rd. with the NAD coordinates of N3033238.34, E622347.39;

- Thence N80°-50'-56"E, seven hundred thirty eight and ninety eight one hundredths feet (738.98') to a point;
- Thence N80°-45'-55"E, five hundred fifty nine and thirty seven one hundredths feet (559.37') to a point;
- Thence N36°-45'-10"E, one thousand thirty one and eighty three one hundredths feet (1,031.83') to a point;
- Thence N50°-36'-44"E, two hundred thirty seven and ninety two one hundredths feet (237.92') to a point;
- Thence S12°-31'-49"E, two hundred four and nine one hundredths feet (204.09') to a point;
- Thence S13°-27'-15"W, one hundred sixty eight and sixty one hundredths feet (168.60') to a point;
- Thence S00°-05'-33"W, five hundred four and fifty four one hundredths feet (504.54') to a point;
- Thence S14°-09'-00"W, one hundred twenty two and seventy four one hundredths feet (122.74') to a point;
- Thence S00°-25'-22"W, two hundred ninety four and forty seven one hundredths feet (294.47') to a point;
- Thence S46°-53'-37"E, two hundred thirty and twenty five one hundredths feet (230.25') to a point;
- Thence S07°-22'-33"E, two hundred thirty five and seventeen one hundredths feet (235.17') to a point;
- Thence S34°-53'-29"E, one hundred forty one and fifty six one hundredths feet (141.56') to a point;

- Thence N86°-20'-35"E, one hundred sixty one and fifty seven one hundredths feet (161.57') to a point;
- Thence S43°-36'-54"E, one hundred thirty five and thirty seven one hundredths feet (135.37') to a point;
- Thence S54°-58'-51"E, one hundred six and eighty two one hundredths feet (106.82') to a point;
- Thence S76°-36'-08"E, one hundred eighty and fifty three one hundredths feet (180.53') to a point;
- Thence S86°-08'-28"E, four hundred forty six and fifty one hundredths feet (446.50') to a point;
- Thence S47°-31'-24"E, two hundred forty six and two one hundredths feet (246.02') to a point;
- Thence S61°-10'-51"E, two hundred thirty nine and forty nine one hundredths feet (239.49') to a point;
- Thence S26°-34'-34"E, five hundred seventy three and one one hundredths feet (573.01') to a point;
- Thence S14°-41'-19"E, two hundred eighty nine and fifty two one hundredths feet (289.52') to a point;
- Thence S00°-07'-21"E, two hundred thirteen and two one hundredths feet (213.02') to a point known as Fish & Wildlife monument #173;
- Thence S12°-12'-18"W, two hundred forty six and fifty three one hundredths feet (246.53') to a point;
- Thence S41°-30'-13"W, three hundred fifty five and thirty five one hundredths feet (355.35') to a point;
- Thence S71°-53'-33"W, one hundred seventy three and sixty seven one hundredths feet (173.67') to a point;
- Thence N84°-05'-04"W, four hundred forty six and sixty seven one hundredths feet (446.67') to a point;
- Thence S52°-10'-12"W, two hundred fifty and five one hundredths feet (250.05') to a point;
- Thence S51°-55'-00"W, four hundred fourteen and ninety one hundredths feet (414.90') to a point;
- Thence S43°-20'-53"W, two hundred twenty eight and sixty nine one hundredths feet (228.69') to a point;
- Thence S08°-55'-53"W, five hundred eighty eight and fifty nine one hundredths feet (588.59') to a point ;on the sideline of Walker Rd., the last 26 courses being along parcel 1e;
- Thence N24°-30'-46"W, one hundred seventy seven and forty five one hundredths feet (177.58') to a point;
- Thence N53°-59'-12"W, one hundred twenty one and eighty nine one hundredths feet (121.89') to a point;
- Thence N83°-25'-45"W, one hundred five and eighty nine one hundredths feet (105.89') to a point;

- Thence N70°-04'-43"W, seventy seven and eighty one hundredths feet (77.80') to a point;
- Thence N56°-42'-42"W, four hundred thirty eight and ninety five one hundredths feet (438.95') to a point;
- Thence N51°-03'-12"W, eighty nine and fifty two one hundredths feet (89.52') to a point;
- Thence N45°-24'-01"W, one thousand three hundred ninety three and ninety six one hundredths feet (1,393.96') to a point,
- Thence N42°-13'-55"W, ninety five and twenty four one hundredths feet (95.24') to a point;
- Thence N39°-02'-42"W, five hundred and fifty and thirteen one hundredths feet (550.13') to a point;
- Thence N32°-35'-01"W, ninety and sixty three one hundredths feet (90.63') to a point;
- Thence N26°-37'-52"W, two hundred forty five and fifty four one hundredths feet (245.54') to a point;
- Thence N17°-06'-22"W, five hundred ninety and eighty one hundredths feet (590.80') to the sideline of Hazen Rd., the last 12 courses being along Walker Road;
- Thence N07°-41'-20"W, three hundred eighty two and seventy nine one hundredths feet (382.79') to a point;
- Thence N10°-44'-21"E, one hundred nine and eighteen one hundredths feet (109.18') to a point;
- Thence N27°-36'-08"E, four hundred forty and thirty seven one hundredths feet (440.37') to the point of beginning, the last three courses being along Hazen Road;

Said parcel contains 238 ± acres. Leased parcel A2 is excepted from this parcel.

PARCEL 4

A certain parcel of land located in the Town of Ayer, Middlesex County, MA., known as Parcel 4, located on the southerly side of Rt. 2A, at the intersection of the westerly side of the Boston and Maine Railroad, at a point with NAD coordinates of N3034857.92, E628820.65;

- Thence along the Boston and Maine Railroad, S30°-52'-54"E, two thousand ten and thirteen one hundredths feet (2,010.13') to a point;
- Thence still along the Boston and Maine Railroad, S27°-32'-24"E, one thousand eight hundred nineteen and forty three one hundredths feet (1,819.43') to a point at Bishop Road;
- Thence along Bishop Road, westerly, eighty three ± feet, (83'±) to a point;
- Thence still along Bishop Road, westerly, two hundred feet ±, (200'±) to a point at the cemetery;
- Thence southerly, thirty feet ±, (30'±) to a point;
- Thence southwesterly, two hundred and eighty nine feet ±, (289'±) to a point;
- Thence southwesterly, nine hundred sixty eight feet ±, (968'±) to a point, the last 3 courses being by the cemetery;
- Thence northerly, six hundred twenty seven feet ±, (627'±) to a point;

- Thence westerly, one hundred eighty three feet \pm , (183' \pm) to a point;
- Thence westerly, five hundred eighty one feet \pm , (581' \pm) to a point;
- Thence westerly, sixty five feet \pm , (65' \pm) to a point at parcel 1E;
- Thence N03°-51'-40"W, four hundred six and ninety nine one hundredths feet (406.99') to a point;
- Thence N83°-24'-45"W, one hundred seventy nine and four one hundredths feet (179.04') to a point;
- Thence N47°-18'-43"W, forty eight and forty seven one hundredths feet (48.47') to a point;
- Thence N79°-06'-55"W, eighty eight and sixty eight one hundredths feet (88.68') to a point;
- Thence N40°-43'-42"W, seventy and seventeen one hundredths feet (70.17') to a point;
- Thence N02°-30'-56"W, two hundred twenty nine and seventy nine one hundredths feet (229.79') to a point;
- Thence S44°-48'-18"W, seven hundred thirty three and fifty one hundredths feet (733.50') to a point;
- Thence along a line crossing MacPherson Road, S88°-36'-23"W, fifty-two and five one hundredths feet (52.05') to Fish & Wildlife monument #192;
- Thence N33°-57'-11"W, three hundred twenty seven and forty two one hundredths feet (327.42') to Fish & Wildlife monument #152;
- Thence N20°-13'-32"W, one hundred ninety nine and ten one hundredths feet (199.10') to a point;
- Thence N59°-03'-25"E, one hundred sixty nine and fifty seven one hundredths feet (169.57') to Fish & Wildlife monument #154;
- Thence S85°-10'-32"E, five hundred eighty four and eighty five one hundredths feet (584.85') to Fish & Wildlife monument #155;
- Thence N36°-54'-01"W, seventy one and eleven one hundredths feet (71.11') to a point;
- Thence N08°-40'-58"E, thirty one and eighty two one hundredths feet (31.82') to a point;
- Thence N77°-09'-39"E, one hundred and fifty six and thirty two one hundredths feet (156.32') to a point;
- Thence N01°-49'-53"E, one hundred forty four and ninety seven one hundredths feet (144.97') to a point;
- Thence N26°-38'-33"W, one thousand ninety one and forty two one hundredths feet (1,091.42') to Fish & Wildlife monument #160;
- Thence N51°-06'-38"W, eight hundred and three and fourteen one hundredths feet (803.14') to a point;
- Thence N72°-11'-52"W, one hundred and twenty eight and twenty two one hundredths feet (128.22') to a point;
- Thence N88°-10'-44"W, nine hundred fifty three and seventy two one hundredths feet (953.72') to a point;
- Thence N31°-43'-58"W, ninety five and seven one hundredths feet (95.07') to a point;
- Thence N04°-40'-47"E, four hundred forty four and seventy one one hundredths feet (444.71') to a point;

- Thence N25°-25'-55"W, eight hundred five and ninety four one hundredths feet (805.94') to a point;
- Thence N82°-36'-57"W, one hundred twenty and fifty one hundredths feet (120.50') to the Nashua River, the last 28 courses being by Lot 1E;
- Thence by the Nashua River one thousand three hundred and eighty five feet ±, (1,385±) to Rt. 2A;
- Thence along a curved line to the right, six hundred and forty four feet ±, (644' ±) to a point;
- Thence S65°-23'-22"E, five hundred twenty nine and ninety six one hundredths feet (529.96') to a point;
- Thence S70°-37'-15"E, three hundred eighty three and eighty one one hundredths feet (383.81') to a point;
- Thence S65°-23'-22"E, six hundred fifty seven and thirty five one hundredths feet (657.35') to a point;
- Thence S62°-44'-53"E, eighty seven and nine one hundredths feet (87.09') to the point of beginning, the last 5 courses being along Route 2A;

Said parcel excepting parcel H contains 246± acres. Leased parcels A5 and A16 are also excepted from this parcel.

PARCEL 5

A certain parcel of land located in the Town of Ayer, Middlesex County, and in the Town of Harvard, Worcester County, MA., known as parcel 5, beginning on the easterly side of the Boston and Maine Railroad, at the property line of the Town of Harvard at a point with NAD coordinates of N3021031, E637040;

- Thence N06°-43'-19"W, sixty eight feet ±, (68' ±) to a point;
- Thence N10°-38'-11"E, six hundred fourteen and forty one hundredths feet (614.40') to a point;
- Thence S43°-40'-59"E, one hundred three and ten one hundredths feet (103.10') to a point;
- Thence N10°-38'-36"E, six hundred forty eight and eighty eight one hundredths feet (648.88') to a point;
- Thence N24°-13'-11"E, one thousand three hundred and eighty four and fifteen one hundredths feet (1,384.15') to a point;
- Thence N21°-57'-11"E, one thousand two hundred fifty nine and sixty five one hundredths feet (1,259.65') to a point;
- Thence N23°-06'-19"W, two hundred twenty nine and eighty one hundredths feet (229.80') to a point;
- Thence northerly, seven hundred and three feet ±, (703' ±) to Grove Pond, the last 10 courses being by the Boston and Maine Railroad;
- Thence easterly along Grove Pond three thousand and eighty feet ±, (3080' ±) to a point;

- Thence easterly, one hundred and thirty two feet \pm , (132' \pm) to a point;
- Thence S47°-21'-48"E, one hundred and eighty eight and ninety five one hundredths feet (188.95') to a point;
- Thence southeasterly, one hundred and nine feet \pm , (109' \pm) to a point;
- Thence easterly, four hundred fifty feet \pm , (450' \pm) to the property of Commonwealth of Massachusetts National Guard;
- Thence by the property of the Commonwealth of Massachusetts National Guard and a fence as it now stands in fourteen courses totaling four thousand four hundred and forty feet \pm , (4,440' \pm) to a point on the fence and the sideline of Barnum Road;
- Thence along the fence and Barnum Road in a northeasterly direction two thousand four hundred sixty eight feet \pm , (2,468' \pm) to a point on the town line;
- Thence southeasterly, seven hundred eighty four feet \pm , (784' \pm) along said Town line to Cold Spring Brook;
- Thence southwesterly by Cold Spring Brook seven thousand three hundred feet \pm , (7,300' \pm) to a point at the land of the Town of Harvard;
- Thence northerly and westerly by the Town of Harvard to the point of beginning.

Said parcel, excepting parcel I contains one hundred and seventy two (173) acres \pm . Leased parcel A6 is excepted from this parcel.

PARCEL 6

A certain parcel of land located in the Town of Ayer, Middlesex County, Ma., known as Parcel 6, beginning at a point on MacPherson Road, with the NAD coordinates of N3028202.6550, E625983.5776.

- Thence along MacPherson Road N11°-12'-27"W, fifty seven and 69/100 feet (57.69') to a point;
- Thence crossing MacPherson Road N82°-53'-32"E, two hundred five and 84/100 feet (205.84') to a point;
- Thence N07°-04'-49"W, nineteen and 48/100 feet (19.48') to a point;
- Thence N82°-53'-32"E, one hundred and 00/100 feet (100.00') to a point;
- Thence S07°-06'-28"E, one hundred and 00/100 feet (100.00') to a point;
- Thence S82°-53'-32"W, one hundred and 00/100 feet (100.00') to a point;
- Thence N07°-12'-49"W, twenty and 64/100 feet (20.64') to a point;
- Thence S83°-33'-18"W, two hundred one and 70/100 feet (201.70') to the point of beginning. Said last course crosses MacPherson Road.

Said parcel contains twenty one thousand nine hundred and sixty square feet \pm (21,960 \pm sq. ft.).
Said parcel also contains a water supply well and pump station.

EXHIBIT "B"

ACCESS ROADS & STREETS

1. Barnum Rd From Barnum Gate to intersection of Saratoga, Patton, Dakota
2. Dakota from the intersection of Saratoga, Patton and Barnum to MacArthur
3. Sherman from Verbeck Gate to Givry
4. Pine from Hospital to Queenstown
5. Hospital from intersection of Pine and Grant to Shirley Gate
6. MacArthur from Verbeck Gate to Pine then again from No Name Street in front of Riggs Gym to Givry
7. Patch from Dakota to Patton
8. Patton from intersection of Dakota, Saratoga, and Barnum to Jackson
9. Mirror Lake Road from Patton to Sheridan
10. Queenstown from triangle below Givry to Patton
11. Queenstown from Dakota to Pine
12. No Name Street from Queenstown to Patch
13. Marne from Patton to Sheridan along dirt road extension of Sheridan to the boundary of Fish and Wildlife property
14. MacPherson from West Main to Bishop and along unnamed extensions to back gate of airfield and to sewer lift station
15. Filter Bed Road from sewer lift station across Bailey Bridge (as long as Bailey Bridge is erect) to west side of Nashua (for access to bridging site along Nashua) When bridge is gone from Walker Road along dirt road to bridging site

16. No Name access road from State Route 2A and main gate at airfield to bldg.
3813
17. Saratoga from intersection of Barnum, Patton, and Dakota to Carey to Market
to Cook to Antietam
18. Antietam from Market to MacArthur
19. Buena Vista from Sherman to MacArthur
20. 10th Mountain Division Road from MacArthur to Queenstown
21. Givry from intersection of No Name Street and Queenstown to Hospital Road
22. Queenstown Extension from Givry to Patton
23. Lake George from Givry to Jackson
24. Jackson from State Rt. 2 interchange to Givry
25. Antietam from Sherman to MacArthur
26. No Name Street in front of Riggs Gym from MacArthur to Sherman
27. No Name Street from Queenstown to Quebec

Exhibit C: CERCLA 120(h) Notice

Attachment B: CERCLA Hazardous Substances at Transferable Sites

Attachment ERCLA Hazardous Substances at Transferable Site:

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bldg #	Hazardous Substances/ Environmental Concern	Disposal/ Storage/ Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
SA 2	1450	Animal carcasses, classified materials, medical and veterinary wastes, expired drugs, photographs, and paper	Disposal	21 tons / yr	1970 - 1995	Unknown	Unknown	Unknown	PA 4/93
SA 3	1484	Paper	Disposal	318 lbs / hr	1971 - 1976	Unknown	Unknown	Unknown	PA 4/93
SA 10	NA	Building debris	Disposal	1 Hospital	Approx. (1965, 1975-1980)	Unknown	Unknown	Unknown	SI 1/95
SA 16	NA	2 inch metal chain, dark toned material, liquid, scattered material, debris	Disposal	2 truckloads	1952 - 1991 (3 official weeks in 1985)	Unknown	Unknown	Unknown	SI 1/95
SA 19	NA	1% industrial sources including vehicle washrack discharge, caustic radiator wash water, floor drains, heating plant boiler blowdown, swimming pool filter backwash, 99% household wastewater	Disposal	1.3mil G / day	1942 - present	Unknown	Unknown	Unknown	SI 11/2/95
SA 20	NA	1: Nitrogen 2: Nitrate	Disposal	1: 30.7mg/L 2: 42.5mg/L	1942 - present	Unknown	Unknown	Unknown	SI 11/2/95
SA 21	NA	1: Sludge, Leachate containing chloride, nitrogen, ammonia, nitrate, nitrite, elevated alkalinity, salts, elevated conductivity 2: coliform 3: cadmium and selenium	Disposal	1: Unknown 2: 32 x 10 ⁶ / 100ml 3: 3 - 6 mg/kg	1942 - present	1: Unknown 2: NA 3: 7440439 and NA	1: Unknown 2: NA 3: Not listed	1: Unknown 2: NA 3: NA	SI 11/2/95

SI - Site Investigation

PA - Preliminary Assessment
NFA - No Further Action

Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens									
Site #	Bldg #	Hazardous Substances/ Environmental Concern	Disposal Storage Release	Quantity	Dates	Response Action/ Date			
SA 22	1650	1. Flammable liquid 2. Compound Lacquer 3. Compound Paint 4. Corrosive alkaline liquid 5. Electrolyte/battery fluid 6. Flammable solid/lithium batteries 7. Aseptic compound 8. Mercury compound 9. Solvent 10. Solvent 11. Oil 12. Hazardous solid 13. PCBs 14. Hexachlorophene 15. Resarpine 16. Cyclophosphamide 17. Ferric dextran 18. Chlorambucil 19. Chloridane 20. Hexachlorocyclohexane 21. Hexachlorobenzene 22. Formaldehyde 23. 1,1,1 - trichloroethane 24. Toluene 25. Phenol 26. 3-(alpha-acetylbenzyl)-4- hydroxycoumarin 27. Epinephrine	Storage	35,750 G (1992)	1980 - 1996	1. Unknown 2. Unknown 3. Unknown 4. Unknown 5. Unknown 6. Unknown 7. Unknown 8. NA 9. Unknown 10. Unknown 11. Unknown 12. Unknown 13. 1336363 14. 70304 15. 50555 16. 501180 17. Unknown 18. Unknown 19. 57749 20. 58899 21. 118741 22. 50000 23. 71556 24. 108883 25. 108952 26. Unknown 27. 51434	1. D001 2. D001, D008 3. D001, D007 4. D002 5. D002, D006 6. D003 7. D004, D010 8. D009 9. F001 10. F002 11. M001 12. M001 13. M002 14. U132 15. U200 16. U058 17. U139 18. U035 19. U036 20. U129 21. U127 22. U122 23. U226 24. U220 25. U188 26. P001 27. P042	1. Unknown 2. Unknown 3. Unknown 4. Unknown 5. Unknown 6. Unknown 7. Unknown 8. NA 9. Unknown 10. Unknown 11. Unknown 12. Unknown 13. NA 14. Phenol 2,2'-methylenebis[3,4,6- trichloro- 15. Yohimban-16-carboxylic acid, 11, 17- dimethoxy-18-(3, 4, 5- trifluorophenyl)oxy-, methyl ester (3beta, 16beta, 17alpha, 18beta,20alpha)- 16-211-1,3,2-Oxazaphosphoran-2- amine,N,N-bis(2-chloroethyl)tetrahydro- 2oxide 17. Unknown 18. Unknown 19. Chloridane, alpha and gamma isomers 4, 7-Methano-1H-indole 1, 2, 4, 5, 6, 7, 8, 8- octachloro-2, 3, 3a, 4, 7, 7a-hexahydro- 20. Cyclohexane, 1, 2, 3, 4, 5, 6- hexachloro-, (1alpha,2alpha,3beta,4alpha,5beta)g amma-BHC 21. Benzene, hexachloro- 22. NA 23. Ethane, 1, 1, 1-trichloro- Methyl chloroform 24. Benzene, methyl- 25. Benzene, hydroxy- 26. Unknown 27. 1,2-benzenediol, 4-[1-hydroxy-2- (methylamino)ethyl]-	PA / RCRA Closure 4/92

PA = Preliminary A
NFA = No Further Action

SI = Site Investigation

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Attachment - CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens									
Site #	Bldg #	Hazardous Substances/Environmental Concern	Disposal/Storage/Release	Quantity	Dates	CASN #	RCRA Waste #	Regulatory Synonym	Response Action/Date NFAed
SA 23	1650	Paper	Storage/Disposal	160 tons/yr	4/84 - 1985	Unknown	Unknown		PA 4/92
SA 24	3644	Explosives 1. PETN (pentaerythritoltrinitrate) 2. RDX (cyclotrimethylene trinitroumine) 3. C-4 (RDX, polyisobutylene) 4. Compounds B (RDX, TNT, Wax) 5. Octol (cyclotetramethylene, tetranitroamine) 6. White phosphorus (aluminum, magnesium, barium, nitrate, potassium, perchlorate) 7. TNT (trinitrotoluene)	Storage	2,000 lbs/yr	1979 - 1995	Unknown	Unknown	Unknown	SI 3/93
SA 29	1438	PCBs	Storage	2000 sq. ft. of storage space (14 PCB containing transformers in 400 sq ft)	1980 - 1995	1336363	M002	NA	SI 1/15/95
SA 30	NA	1. Alkaline cleaners 2. Methyl ethyl ketone 3. JP-4 4. Paint Thinners 5. Waste Oils 6. Fuels 7. Solvents 8. Naptha 9. Dry Cleaning Solution (PD-680) 10. Aircraft Cleaning Compounds 11. Lube oil 12. Waste Solvent	Storage	15 + drums	1975 - 1990	1. Unknown 2. 78933 3-12. Unknown	1. D002 2. U159, R005 3. D001 4. D001, D008, 5-12 Unknown	1. Unknown 2. 2-butanone 3-12. Unknown	SI 3/96
SA 31	NA	Fuel, JP-4 Waste Oil	Disposal	Unknown	1975 - 1986	Unknown	Unknown	Unknown	SI 1/15/95

PA = Preliminary Assessment
NFA = No Further Action

SI = Site Investigation

Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bidg #	Hazardous Substances/ Environmental Concern	Disposal, Storage, Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
SA 35	254	Pesticides 1. Malathion 2. Dithion 3. VG Tral 4. Weeder 5. Drycleaning solvents 6. Fertilizer	Storage and Release	Unknown	1978- 1982 (pesticides) to present for others	1. 121755 2. 330541 3-6. Unknown	1. NA 2. NA 3-6. Unknown	1. NA 2. NA 3-6. Unknown	SI 11/95
SA 38	3713	Waste Electrolytic Cadmium	Storage/ Disposal	106 G/mo	Discharge Approx.: 1942- 1980 Storage: 1980 +	7440439	NA	NA	Removal Action (90 tons soil, 2 55G drums) 9/11/95
SA 43E	F 172	Gasoline	Storage/ Release	5000 G UST	1942- 1950s 9/3/92 removal	Unknown	Unknown	Unknown	SI 1/95
SA 43F	F 173	Gasoline	Storage/ Release	5000 G UST	1942- 1950s Tank Removed to construct PX in 1972	Unknown	Unknown	Unknown	SI 1/95
SA 43K	F 178	Gasoline	Storage/ Release	5000 G UST 140 tons soil removed	1942- 1950s Removed	Unknown	Unknown	Unknown	SI 1/95
SA 43P	F 183	Gasoline	Storage/ Release	5000 G UST	1942- 1950s Tank removed prior to 1952	Unknown	Unknown	Unknown	SI 1/95
SA 43Q	F 184	Gasoline	Storage/ Release	5000 G UST	1942- 1950s Removal dates unknown	Unknown	Unknown	Unknown	SI 1/95

PA - Preliminary Au
NFA - No Further Act...

SI - Site Investigation

Attachment L. CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bldg #	Hazardous Substances/ Environmental Concern	Disposal, Storage, Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory-Synonym	Response Action/ Date
SA 43R	F 185	Gasoline	Storage/ Release	5000 G UST	1942 - 1950s Removed 6/26/92	Unknown	Unknown	Unknown	PA 1/95
SA 47	3816	Heating Fuel	Storage/ Release	500 G UST. 15 cy removed soil.	1970 - 1989. Removed 1/11/89 (Replaced with 500 G tank)	Unknown	Unknown	Unknown	Removal Action / SI 6/94
SA 48	202	Waste Oil	Storage/ Release	1000 G UST. 80 G of sediment. 100 cy Contaminate d soil removed.	1942 - 1989	Unknown	Unknown	Unknown	Removal Action / SI 1/95
SA 59	NA	Lead Paint Contaminated Grit	Release	Unknown # of barrels with lead content of 1275ppm	10/1/90	NA	D008	NA	SI 1/95
AREE 61C	2021	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: 5000G Gasoline USTs 3: Possible Drywell 4: Cesspool 5: Grease pits	Storage/ Disposal	1: Unknown USTs 2: 2-5000g USTs 3: 1-Drywell 4: 1- Cesspool 5: 2-Grease pits	1942 - 1975	Unknown	Unknown	Unknown	PA 10/95
AREE 61E	1401	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Historic Oil House, Gas Station, Vehicle Maintenance Building, Hazardous Waste Satellite accumulation area 3: Sand and gas trap 4: Oil Water Separators 5: Storm Drain discharge to a field	Storage/ Disposal	1: Unknown 2: 1 ea. bldg 3: 1-S&G trap 4: 2-O/W separator 5: 1-SD	1965 - 1993	Unknown	Unknown	Unknown	SI 10/95

SI - Site Investigation

PA - Preliminary Assessment
NFA - No Further Action

Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens									
Site #	Bldg #	Hazardous Substances/ Environmental Concern	Disposal, Storage, Release	Quantity	Dates	CASRN #	RCPRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
AREE 61T	622	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: 1000G UST	Storage/ Disposal	1: Unknown 2: 1-1000 gal UST	1952 (1965) - present	Unknown	Unknown	Unknown	PA 10/95
AREE 61U	Across from 694	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Motor Repair Shop, Vehicle Shed, Gasoline Pump Station 3: 5170G UST @ bldg 184 4: Dry well @ bldg 184 5: Cesspool @ bldg 2909 6: Drywell @ bldg 2913	Storage/ Disposal	1: Unknown 2: 1 ea. bldg 3: 1-5170 gal UST 4: 1-Drywell 5: 1- Cesspool 6: 1-Drywell	1940s - (1965 - 1972)	Unknown	Unknown	Unknown	SI 11/95
AREE 61Y	3813, 3816, 3818	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Floor Drain w/ Oil water separator 3: Wash Rack w/ Oil water separator 4: Satellite accumulation point for hazardous wastes (Speedi dry, oil filters, magnesium dust, alkaline batteries) 5: Trench drains @ 3813 (UIS) 6: 250G waste oil UST @ 3813 7: 12000G Fuel Oil UST @ 3813 8: 1000G waste oil UST @ 3813(removed 1992) 9: 5000G Fuel Oil UST @ 3818 10: 250G Waste Oil AST @ 3818 11: Satellite Waste Accumulation Area with 55G drums of Speedi dry, and paints and sealants in a storage cabinet @ 3818 12: 500G Diesel UST @ 3816 13: 1000G #2 fuel oil USTs 14: 500G gasoline UST	Storage/ Disposal	1: Unknown 2: 1-Floor drain 3: 1 4: 1 5: 2 6: 1 7: 1 8: 1 9: 1 10: 1 11: 1 12: 1 13: 3 14: 1	1941 - present	Unknown	Unknown	Unknown	PA 10/95

PA = Preliminary A
NFA = No Further Action

SI = Site Investigation

Attachment L CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bldg #	Hazardous Substances/ Environmental Concern	Disposal / Storage / Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
AREE 61AA	3712	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Oil water separators	Storage / Disposal	1: Unknown 2: 2	1940's - 1991	Unknown	Unknown	Unknown	PA 10/95
AREE 61AC	207	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Hazardous waste accumulation area for lead chips 3: Floor Drain	Storage / Disposal	1: Unknown 2: Unknown (1 35G drum found during inspection) 3: 1	1990 - 1991 (Drum dated 1/20/93)	Unknown	Unknown	Unknown	PA 10/95
AREE 61AD	247	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Satellite accumulation point 55G drums of waste Speedi dry, Oil filters, and antifreeze 3: 1000G #2 fuel oil UST 4: 250G Waste oil AST	Storage / Disposal	1: Unknown 2: Unknown 3: 1 4: 1	Unknown	Unknown	Unknown	Unknown	PA 10/95
AREE 61AE	1672	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Satellite accumulation point of unknown substance(s) 3: Floor Drains 4: 1000G #2 fuel oil UST	Storage / Disposal	1: Unknown 2: Unknown 3: 3 4: 1	1941 - present	Unknown	Unknown	Unknown	PA 10/95
AREE 61AG	3809	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Satellite accumulation point of petroleum, oil, and lubricants 3: Waste rags, jet fuel, antifreeze, spent naptha	Storage / Disposal	1: Unknown 2: 2 containers of unknown size (equipment and tires), 3 - 55G drums (unused motor oil) 3: Unknown	WWII - Present	Unknown	Unknown	Unknown	PA 10/95

SI - Site Investigation

PA - Preliminary Assessment
NFA - No Further Action

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bidg #	Hazardous Substances/ Environmental Concern	Disposal/ Storage/ Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
AREE 61AH	1453	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Satellite accumulation point and photo lab 3: Floor Drains and Grease Trap (tiled over) 4: Waste developing solution	Storage/ Disposal	1-4: Unknown	1970s - present (photo lab)	Unknown	Unknown	Unknown	PA 10/95
AREE 61AK	12	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Print shop 3: Electrostatic solution 4: Blank roller solvent 5: Deglazing solvent stored in non- flammable cabinets	Storage/ Disposal	1-5: Unknown	Unknown - 1993	Unknown	Unknown	Unknown	PA 10/95
AREE 61AL	3	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Waste accumulation area / duplicating shop 3: Magnetic tape with small % silver	Disposal/ Storage	1-2: Unknown 3: Silver 5G paths (total unknown)	Unknown	Unknown	Unknown	Unknown	PA 10/95
AREE 61AO	1430	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Satellite accumulation point 3: Floor Drains and Grease trap tiled over 4: waste film developing solution from X ray machine	Disposal/ Storage	1-3: Unknown 4: 60G /yr.	Unknown	Unknown	Unknown	Unknown	PA 10/95
AREE 61AR	171	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Hospital Equipment storage silo and historic gas station 3: 5000G USTs 4: Drywell	Disposal/ Storage	1-2: Unknown 3: 2 4: 1	Unknown	Unknown	Unknown	Unknown	PA 10/95

Attachment JERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens									
Site #	Bldg #	Hazardous Substances/Environmental Concern	Disposal/Storage/Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/Date NFAed
AREE 61AS	2020	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Historic Gas Station 3: 5170G Gasoline UST 4: bldg 172 Drywell 5: bldgs 2046, 2020 Drain discharge to cesspool 6: 5000G Fuel Oil @ 2020	Disposal/Storage	1: Unknown 2: 4 bldgs 3: 1 4: 1 5: 2 6: 1	1942 - Unknown	Unknown	Unknown	Unknown	SI 10/95
AREE 61AT	NA	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Historic Gas Station 3: 5000G UST @ 185 4: Drywell @ 185 5: Cesspool @ 2012 6: Vehicle Shed (2013)	Disposal/Storage	1: Unknown 2: 3 bldgs 3: 1 4: 1 5: 1 6: 1	1942 - 1950s	Unknown	Unknown	Unknown	SI 10/95
AREE 61AV	1417, 1419, 1420	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: POL Yard 3: Floor Drains @ 1420 4: Floor Drains @ 1417 5: 55G drums Waste Oil @ 1417 6: 4000G Kerosene Tank @ 1419 (63D) 7: 5000G UST @ 1419	Disposal/Storage	1: Unknown 2: 3 Bldgs (1417, 1419, 1420) 3: 3 4: 2 5: Unknown 6: 1 (removed) 7: 1 (possible)	1940's - present	Unknown	Unknown	Unknown	PA 10/95
AREE 61AW	3591	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: 5000G #2 fuel oil UST (63AT) 3: Floor Drains 4: Sand and Gas trap 5: 90 day hazardous waste storage building (actually stored hazardous material training equipment)	Disposal/Storage	1: Unknown 2: 1 3: unknown 4: 1 5: unknown	1965 - present	Unknown	Unknown	Unknown	PA 10/95

SI - Site Investigation

PA - Preliminary Assessment
NFA - No Further Action

Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Blde #	Hazardous Substances/ Environmental Concern	Disposal/ Storage/ Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
ARBE 61AX	1410	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Oil water separators within storm water catch basins 3: Historic gas station (63AP) tanks removed by EA in 1988 a: 1500G Gasoline b: 2500G Gasoline	Disposal / Storage	1: Unknown 2: 4 3a: 3 3b: 1	1991- present	Unknown	Unknown	Unknown	PA 10/95
ARBE 61AY	1405	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: 10,000G #2 fuel oil rail car ASTs 3: Storm drains in the storage area discharged to sump	Disposal / Storage	1: Unknown 2: 7* 3: 2 drains, 1 sump	1980 - 1990 *1 of the 7 tanks was removed in 1988	Unknown	Unknown	Unknown	PA 10/95
ARBE 61BD	216	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Materials, equipment 3: coal 4: trash and debris	Disposal / Storage	1-4: Unknown	WWT to present	Unknown	Unknown	Unknown	SI 10/95
ARBE 61BE	1677	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Containers filled with medical field equipment, Dollies, 50,000 ton Forklift, 5 ton trucks, graders, front-end loaders, dump trucks, misc. medical equipment	Disposal / Storage	1: Unknown 2: Unknown	Unknown - 1995	Unknown	Unknown	Unknown	PA 10/95
ARBE 61BF	1457- 1466 / 1469 - 1472	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: 55G drums of unknown waste product 3: Dirt pile containing diesel 4: small metal shed containing waste	Disposal / Storage	1: Unknown 2: 2 3: Unknown 4: Unknown	WWII - (ltd) school 1954 - 1960) 1993	Unknown	Unknown	Unknown	PA 10/95

PA = Preliminary Ass
NFA = No Further A
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SI = Site Investigation

Attachment 1. ERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bldg #	Hazardous Substances/Environmental Concern	Disposal/Storage/Release	Quantity	Dates	CASN #	RCRA Waste #	Regulatory Synonym	Response Action/Date NFAed
AREE 618G	NA	1: Oil Water Separators, Hazardous Waste Accumulation Points, POL, Solvents 2: Asphalt and Concrete Debris, reinforcing bar, wire, brick	Disposal	1: Unknown 2: Unknown	mid 1980's - Unknown	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63A	219	1: Previously removed 1000G Waste Oil UST 2: Aroclor 1260 3: TPH (stockpile of removed soil)	Storage / Release	1: 1 (253 tons soil removed) 2: 12µg/g 3: 246ppm	Unknown - 1992	1, 3. Unknown 2. 11096825	1, 3. Unknown 2. Unknown NA	1, 3. Unknown 2. POLYCHLORINATEDBIPHENYLS(PCBs)	Removal Action / SI 1/4/96
AREE 63B	242	1: Previously removed 1000G Waste Oil UST 2: TPH (stockpile of removed soil)	Storage / Release	1: 1 (54 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / SI 1/4/96
AREE 63D	1419	1: Previously removed 4000G Kerosene UST 2: TPH (stockpile of removed soil)	Storage / Release	1: 1 (400 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63F	1425	1: Previously removed 10,000 # Fuel Oil UST 2: TPH	Storage / Release	1: 1 (476 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63G	1429	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (149 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63H	2419	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (315 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63I	2434	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (53 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63J	2452	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (134 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95

Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bids #	Hazardous Substances/ Environmental Concern	Disposal, Storage, Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NEAed
AREE 63L	2686	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (321 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63M	3774	1: Previously removed 500G Waste Oil UST 2: TPH	Storage / Release	1: 1 (15cy soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63N	3774	1: Previously removed 1000G Waste Oil UST 2: TPH	Storage / Release	1: 1 (62cy soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63AP	1429	1: Previously removed 1500G #2 Fuel Oil UST 2: Previously removed 2500G #2 Fuel Oil UST 3: TPH	Storage / Release	1: 3* 2: 1* 3: Unknown *Quantity of soil removed unknown	Unknown - 1988	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63AQ	3809	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (49 tons soil removed) 2: Unknown	Unknown - 1989	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63AR	Shitley Housin g Area	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (Unknown quantity of soil removed) 2: Unknown	Unknown - 1991	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63AS	Shitley Housin g Area	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage / Release	1: 1 (Unknown quantity of soil removed) 2: Unknown	Unknown - 1991	Unknown	Unknown	Unknown	Removal Action / PA 10/95
AREE 63AT	3500	1: Previously removed 500G Waste Oil UST 2: TPH	Storage / Release	1: 1 (51 tons soil removed) 2: Unknown	Unknown - 1989	Unknown	Unknown	Unknown	Removal Action / PA 10/95

PA = Preliminary Assessment
NFA = No Further Action

SI = Site Investigation

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Attachment JERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens									
Site #	Bldg #	Hazardous Substances/Environmental Concern	Disposal/Storage/Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/Date NFAed
AREE 63AW	1404	1: Previously removed 10,000G Diesel UST 2: Previously removed 10,000G gasoline UST 3: TPH	Storage/Release	1: 2 (800 tons soil removed) 2: 1 (250 tons soil removed) 3: Unknown	Unknown - 1989	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 63AY	2601	1: Previously removed 1000G Waste Oil UST 2: TPH	Storage/Release	1: 1 (3cy soil removed) 2: Unknown	Unknown - 1989	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 63AZ	2613	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage/Release	1: 1 (21.02cy soil removed) 2: Unknown	Unknown - 1989	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 63BA	2613	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage/Release	1: 1 (31.16 cy soil removed) 2: Unknown	Unknown - 1989	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 63BF	2432	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage/Release	1: 1 (103 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/PA 1/4/96
AREE 63BG	2447	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage/Release	1: 1 (65 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/PA 1/4/96
AREE 63BH	2458	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage/Release	1: 1 (82cy soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/PA 1/4/96
AREE 63BI	3713	1: Previously removed 1000G #2 Fuel Oil UST 2: TPH	Storage/Release	1: 1 (114 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/PA 1/4/96
AREE 63BL	242	1: Previously removed 4000G Gasoline UST 2: TPH	Storage/Release	1: 4 (659 tons soil removed) 2: Unknown	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/PA 1/4/96

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Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bids #	Hazardous Substances/ Environmental Concern	Disposal/ Storage/ Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAEd
ARBE 63BN	1401	1. Previously removed 1000G Waste Oil UST	Storage/ Release	1: 1 (188 tons soil removed)	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/SI 1/4/96
ARBE 63BO	219	1. Previously removed 5000G Diesel UST.	Storage/ Release	1: 1 (119 tons of soil removed)	Unknown - 1992	Unknown	Unknown	Unknown	Removal Action/SI 1/4/96
ARBE 66C	3657	1. PCB (Aroclor 1260)	Release	1: 13 - 55G drums of contaminate d soil removed	Found to be leaking 5/ 1992	11096825	Not Listed	POLYCHLORINATED BIPHENYLS (PCBs)	Removal Action/SI 12/7/95
ARBE 66D	3575	1. Electrolyte Oil containing PCB	Release	1: approx. 1lb	Unknown	1336363	Not Listed	Not Listed	SI 11/95
ARBE 66E	NA	1. PCB	Release	1. Unknown (940ppm PCB in transformer)	1982 - 1990	1336363	Not Listed	Not Listed	SI 11/95
ARBE 69H	NA	1. Water Treatment Chemicals	Storage	1. 90 G	8/15/88	Unknown	Unknown	Unknown	Removal Action/PA10/ 95
ARBE 69I	3809	1. JP4 Fuel	Release	1. 20 G (70 G initial estimate)	4/9/89	Unknown	Unknown	Unknown	Removal Action/PA 10/95
ARBE 69J	3818	1. Helicopter Fuel	Release	1. 15 G	4/9/89	Unknown	Unknown	Unknown	Removal Action/PA 10/95
ARBE 69L	NA	1. Water Treatment Chemicals	Storage	1. 90 G	8/15/88	Unknown	Unknown	Unknown	Removal Action/PA 10/95
ARBE 69P	NA	1. BETZ-ENTEC338	Release	1. None	11/6/88	Unknown	Unknown	Unknown	Removal Action/PA 10/95
ARBE 69Q	1405	1. Fuel Oil	Release	1. 20 G	10/27/88	Unknown	Unknown	Unknown	Removal Action/PA 10/95
ARBE 69T	NA	1. Hydraulic Oil and Gasoline	Release	1. 30 G	1/6/88	Unknown	Unknown	Unknown	Removal Action/PA 10/95

Attachment CERCLA Hazardous Substances at Transferable Site.

Site #	Bldg #	Hazardous Substances/ Environmental Concern	Disposal Storage Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
AREE 69U	NA	1. JPS Fuel	Release	1. None	3/16/88	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69V	2517	1. Diesel Fuel	Release	1. 20 G	10/20/87	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69Y	1404	1. Diesel Fuel	Release	1. 50 G	3/30/90	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AA	1404	1. Diesel Fuel	Release	1. 15 G	1/2/92	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AB	Ware-house 16	1. #2 Fuel Oil	Release	1. 10 G	2/9/88	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AG	3713	1. Hydraulic Oil	Release	1. 25 G	1/31/92	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AH	NA	1. Diesel or Kerosene Fuel	Release	1. 5 - 8 G	11/13/90	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AJ	2734	1. Heating Fuel	Release	1. 1 G	11/14/91	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AN	3713	1. Waste Oil	Release	1. Unknown (automotive oil change)	7/1/89	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AO	6	1. #2 Heating Fuel	Release	1. 30 G	1/28/92	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 69AQ	NA	1. Paint Thinner	Release	1. 1 - 3 G	6/1/90	Unknown	Unknown	Unknown	Removal Action/PA 10/95
AREE 70.1	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.2	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.3	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI

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Attachment B: CERCLA Hazardous Substances at Transferable Sites

Table of Hazardous Substances/Environmental Concerns for Transfer Parcels at Fort Devens

Site #	Bids #	Hazardous Substances/ Environmental Concern	Disposal Storage Release	Quantity	Dates	CASRN #	RCRA Waste #	Regulatory Synonym	Response Action/ Date NFAed
AREE 70.4	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.5	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.6	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.7	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.8	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.9	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.14	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.21	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI
AREE 70.25	NA	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	SI

EXHIBIT D

THE CONSERVATION PARCELS

PARCEL 1

A certain parcel of land lying on the northwesterly side of Cold Spring Brook and southeasterly of Barnum Road and extending from the B & M property line to the westerly boundary of Parcel 5 as shown on the Plan, and containing approximately 30 acres.

PARCEL 2

A certain parcel of land lying north of Rte. 2 and south of Patton Road, containing approximately 70 acres of land containing the Mirror Lakes and the surrounding wetlands.

PARCEL 3

A certain parcel of land known as the ASP Bog located north of Patton Road, East of Patch Road and West of Marne Street and containing approximately 20 acres of land.

PARCEL 4

A certain parcel of land known as Esker located north of Patton Road and adjacent to the west side of Patch Road. Containing approximately 30 acres of land.

ATTEST: WORC. Anthony J. Vigliotti, Register

OK ASV