

Tax Map or GPIN No.: TM-63-A-57 and TM-63-A-57A

Prepared by: GE LIGHTING L.L.C

Remediation Program Site ID #: VRP00586 and EPA ID#VAD070360219

### UECA Environmental Covenant

This Environmental Covenant is made and entered into as of the 27 day of June, 2012, by and between GE LIGHTING L.L.C., a Delaware limited liability company, having an office and place of business at Nola Park, 1975 Noble Road, Cleveland, OH (hereinafter referred to as the "**Grantor**"), and General Electric Company, a New York Corporation, (hereinafter referred to as the "**Grantee**" or "**Holder**") whose address is c/o Corporate Environmental Programs, 3135 Easton Turnpike, Fairfield, CT 06828. The Virginia Department of Environmental Quality (VDEQ) and the United States Environmental Protection Agency (USEPA), whose addresses are 629 East Main Street, Richmond, Virginia 23219 and 1650 Arch Street, Philadelphia, Pennsylvania, 19103, respectively, join in this Environmental Covenant (hereinafter VDEQ and USEPA are referred to individual or collectively as the "**Agencies**"). This Environmental Covenant is executed pursuant to the Virginia Uniform Environmental Covenants Act § 10.1-1238 et seq. of the Code of Virginia (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and use limitations in this document.

1. Property affected. The property affected by this Environmental Covenant is located at 125 Apple Valley Road, Winchester, Virginia 22602 ("**Property**" or "**Site**"). A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A survey of the Property is attached to this Environmental Covenant as Exhibit B. Information regarding the Property, including this Environmental Covenant, is recorded at the Frederick County Circuit Court, located at 5 North Kent Street, Winchester, Virginia 22601.

2. Description of Contamination & Remedy

a. The administrative record (AR) for the Property, identified as the former Grantor Winchester Lamp Plant, is located at the VDEQ at 629 East Main Street, Richmond, Virginia 23219 and at the USEPA at 1650 Arch Street, Philadelphia, Pennsylvania, 19103. A detailed analysis of current Property conditions and summaries of previous Property investigations can be found in the following reports that are part of the AR:

- AMEC Earth & Environmental, Inc. (AMEC), 2010, *Phase I Environmental Site Assessment, GE Consumer & Industrial – GE Lighting Plant, Parcel 63-A-57, 125 Apple Valley Road, Winchester, Virginia ("Phase I")*.
- AMEC Earth & Environmental, Inc. (AMEC), 2011a, *Phase II Environmental Site Assessment, GE Lighting Winchester Lamp Plant, 125 Apple Valley Road, Winchester, Virginia, May 2011 ("Phase II")*.
- AMEC Earth & Environmental, Inc. (AMEC), 2011b, *Supplemental Investigation and Excavations, Winchester Lamp Plant, 125 Apple Valley Road, Winchester, Virginia, July 2011 ("Supplemental Investigation.")*.

b. Prior to Grantor's acquisition of the Property in 1973, the Property was part of a farm. The Property is approximately 57 acres; the central portion of the Property is occupied by the main manufacturing building and supporting structures. The original building was constructed in 1974 and expanded in 1984. A paved parking area is located to the north-northeast of the building and a stormwater retention pond is

located beyond the parking area to the north-northeast. The majority of the Property is vegetated with grass, trees, and shrubs.

Incandescent light bulbs were manufactured from the date when operations began on the Property until September 24, 2010 when operations on the Property ceased. In the early 1980s, an advanced prototype bulb eventually marketed under its product name: Halarc Miser Maxi-Light was manufactured at the Property. The Halarc Miser Maxi-Light consisted of sodium-scandium arc tube, a quartz shroud, and an incandescent filament all mounted on an 8-pin valve-type glass base. Chemicals involved in the manufacture of these bulbs included thoriated tungsten, mercury, heptanes, toluene, amyl acetate, methanol, and epoxy adhesives. Prior to November 1989, yellow bug lights that were produced by coating the inside of the bulb with a cadmium-based paint were also manufactured on the Property.

During a hazardous waste inspection in the late 1980s, several overfilled drums leaking waste material were observed. That waste was confined to the tops of the drums. In 1989, Grantor cleaned the concrete pad used to store the drums of any contamination. Soil sampling results in the area showed no detectable levels of contamination. VDEQ provided approved "clean closure" for the storage unit on November 4, 1998, with a clean closure certification indicating that all of the waste that was treated, stored, or disposed in a hazardous waste unit had been completely removed.

Two former underground storage tanks were also removed from the Property. Grantor sampled soil and groundwater in the area to determine if there had been a release. Subsequently the Property was deemed "cleaned closed" by the VDEQ Underground Storage Tank Program. Upon completion of these corrective actions and following a forty-five (45) day public comment period, the USEPA issued an Agency Determination under RCRA, 42 U.S.C. § 6901 *et seq.*, in 1999 indicating that no further corrective action was necessary.

### Investigations

Upon determining to sell the Property, Grantor performed Phase I and Phase II environmental site assessments and supplemental investigations; detailed descriptions of these investigations are contained in the AR for the Property. The following analytical work was completed in these investigations:

- For soil, these investigations included completion of 88 direct-push soil borings and 21 potential monitoring well locations and collection and analysis of 237 soil samples from these locations. All sampling followed USEPA Solid Waste (SW)-846 methodologies. Surface samples were analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), metals, and polynuclear aromatic hydrocarbons (PAHs) by selective ion monitoring (SIM). Subsurface samples were analyzed for VOCs, SVOCs, metals, and PAHs by SIM.
- For groundwater, these investigations included installation of 12 groundwater monitoring wells using hollow-stem auger methodology to bedrock, followed by air rotary techniques to the target well depths. Monitoring wells were installed to depths between 39 and 100 feet below ground surface (ft bgs) and were developed no sooner than 24 hours after installation to allow the wells to reach a state of equilibrium. Fourteen groundwater samples were collected using low-flow sampling techniques, in accordance with USEPA Region III low-flow groundwater purging methodology (USEPA 1997). Groundwater samples were analyzed for VOCs, SVOCs, PCBs, metals, and PAHs by SIM using USEPA SW-846 methodologies. Samples collected for analyses of metals were not filtered in the field or by the laboratory.

- One surface water sample and three sediment samples were collected from the stormwater retention basin. Samples were submitted for analysis of VOCs, SVOCs, PCBs, metals, and PAHs by SIM using USEPA SW-846 methodologies.

### Sample Results and Related Remediation

All analytical results were evaluated with respect to VDEQ Voluntary Remediation Program (VRP) screening levels, as described in the VRP Risk Assessment Guidance (VDEQ 2011). The results identified the presence of the certain constituents of potential concern ("COPC") in excess of applicable screening levels. Any concentrations for constituents not described here are below the identified applicable criteria and are described in detail in the AR for the Property.

- **Soil Samples-Metals:** Only concentrations of two metals (arsenic and chromium) exceeded the VRP Tier III screening level for commercial/industrial soil in one or more soil samples. The widespread and consistent concentrations of these metals suggest that they are likely attributable to natural conditions.
  - Arsenic concentrations exceeded the VRP Tier III screening level for commercial/industrial soil (1.6 milligrams per kilogram [mg/kg]) in 202 of 237 samples, with a maximum concentration of 69.4 mg/kg. No known use of arsenic has been identified at the Property. Arsenic was retained as a COPC and was further addressed in the Human Health Risk Assessment (HHRA), discussed below.
  - Chromium concentrations exceeded the VRP Tier III screening level for commercial/industrial soil (5.6 mg/kg) in 208 of 237 samples, with a maximum concentration of 197 mg/kg. However, this screening level is for hexavalent chromium. Where the samples were analyzed only for total chromium, all chromium is assumed to be present as hexavalent chromium. To determine whether hexavalent chromium is present in Property soils, supplemental soil samples were collected from 19 boring locations in June 2011. Hexavalent chromium was not detected in any of these samples. Moreover, those processes at the Property that used chromium only involved trivalent chromium. Therefore, it was concluded that hexavalent chromium is not a COPC for the Property and no limitations on exposure or remedies are required for chromium.
- **Soil Samples-VOCs/PAHs/PCBs:**
  - For VOC's, none of the concentrations exceeded the Tier III screening levels and, therefore no VOCs were identified as COPCs and consequently no limitations on exposure or remedies are required for VOCs.
  - Several PAH concentrations in three soil samples exceeded VRP Tier III screening levels for commercial/industrial soil: benzo(a)anthracene, benzo(a)pyrene, benzo(b)-fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene. At both the MW-5 and SB-72 samples, these exceedances occurred at 0-1 and 1-2 feet below ground surface [ft bgs]). These soil samples were collected beneath paved areas on the Property. Refusal (bedrock) was encountered at 2 ft bgs at MW-5, so no additional samples were taken. The deeper soil sample (2.5 – 5 ft bgs) at SB-72 did not contain PAHs above Tier III screening concentrations. Although these PAH detections appear to be attributable to asphalt particles from the paved area in the soil samples, Grantor

nevertheless elected to remove soil near MW-5 and SB-72 in May and June 2011. Approximately 6 tons of soil were excavated and disposed offsite at MW-5, and 19.3 tons of soil were excavated and disposed offsite at SB-72. Confirmation samples were collected at both locations and submitted for analysis for PAHs. All confirmatory samples from the MW-5 excavation continued to exceed Tier III screening concentrations; a summary of the confirmatory soil sample results from the MW-5 excavation that continue to exceed the Tier III screening concentrations are as follows:

- Confirmatory soil sample MW-5-GS-1, for benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene.
- Confirmatory soil sample MW-5-GS-2, for benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, and dibenzo(a,h)anthracene.
- Confirmatory soil sample MW-5-GS-3, for benzo(a)pyrene, benzo(b)fluoranthene, and dibenzo(a,h)anthracene.

Ten confirmatory soil samples from the SB-72 excavation did not exceed the Tier III screening concentrations for PAHs. Those confirmatory soil sample results from the SB-72 excavation that did exceed such concentrations for PAHs are as follows:

- Soil samples SB-72-GS-17, -18 and -19 from the excavation floor.
- Soil samples SB-72-GS-13 and -15 from the southern portion of the west wall.
- Soil samples SB-72-GS-10 and -12 from the western portion of the south wall.
- Soil sample SB-72-GS-5 on the upper north quadrant of the east wall; and
- Soil samples SB-72-GS-2 and -4 from the eastern portion of the north wall.

Though confirmatory soil sample results indicating continued exceedance of the Tier III industrial/commercial screening levels for soil were obtained, excavations at MW-5 and SB-72 were halted, and the remaining exceedances for PAHs were further addressed in the HHRA, discussed below. Benzo(a)anthracene, benzo(a)pyrene, benzo(b)-fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene were retained as COPCs for the HHRA.

- For PCBs, only one sample MW-4(0-2.5) contained PCB (Aroclor 1254) at a concentration exceeding the VRP Tier III PCB screening level for commercial/industrial soil (0.74 mg/kg) at a concentration of 1.83 mg/kg. Refusal (bedrock) at MW-4 was encountered at 5 ft bgs. As a result of this detection, a soil excavation was conducted at MW-4 in May 2011. Approximately 23 tons of soil were excavated and disposed offsite. Five confirmatory soil samples were collected and submitted for PCB analysis. Based on the sampling results, a second excavation was conducted at MW-4 in June 2011, removing an additional approximately 16 tons of soil. Four additional confirmation grab soil samples were collected and analyzed for PCBs. These confirmatory soil samples demonstrated that all soils containing PCBs above Tier III screening concentrations were removed and transported for off-site disposal. No limitations on exposure or remedies are required for PCBs.

- **Groundwater Samples:** Analytical results for groundwater were compared to VRP Tier II screening levels for unrestricted groundwater use. VRP screening levels are not available for one detected constituent, molybdenum. Therefore, the USEPA tap water regional screening level (RSL) for molybdenum was adjusted to be consistent with VRP screening levels. Only concentrations of molybdenum in five groundwater samples (MW-1, MW-4, MW-5, MW-14, and Old MW-4) exceeded the adjusted USEPA tap water regional screening level for unrestricted groundwater use (7.8 micrograms per liter [ $\mu\text{g/L}$ ]) at a maximum concentration of 52.4 (MW-14). In accordance with the VRP Risk Assessment Guidance, since only one constituent exceeded the unrestricted screening level, that screening level was adjusted further, resulting in a screening level of 78 micrograms per liter ( $\mu\text{g/L}$ ). The maximum detected concentration of 52.4  $\mu\text{g/L}$  did not exceed the adjusted screening level. Therefore, no groundwater COPCs were identified for groundwater at the Property and no limitations on exposure or remedies are required for molybdenum.
- **Retention Basin Sediment Samples:** Given that no sediment screening levels are available for restricted properties, analytical results from sediment samples collected from the onsite storm water retention basin were compared to VRP Tier II screening levels for unrestricted sediment.
  - **VOCs:** No VOCs were detected in sediment at concentrations exceeding their respective VRP Tier II screening levels, therefore no VOCs were identified as COPCs and no limitations on exposure or remedies are required for VOCs.
  - **SVOCs:** The following SVOCs were detected above the VRP Tier II screening levels:
    - Benzo(a)anthracene was detected above the Tier II screening level (1.5 mg/kg) in one retention basin sample (Sed 3) at a concentration of 5.2 mg/kg.
    - Benzo(a)pyrene was detected above the Tier II screening level (0.15 mg/kg) in three retention basin samples, with a maximum concentration of 6.75 mg/kg in sample Sed 3.
    - Benzo(b)fluoranthene was detected above the Tier II screening level (1.5 mg/kg) in one retention basin sample (Sed 3) at a concentration of 10.6 mg/kg.
    - Dibenzo(a,h)anthracene was detected above the Tier II screening level (0.15 mg/kg) in three retention basin samples, with a maximum concentration of 2.04 mg/kg in sample Sed 1.
    - Indeno(1,2,3-cd)pyrene was detected above the Tier II screening level (1.5 mg/kg) in one retention basin sample (Sed 3) at a concentration of 4.77 mg/kg.

Benzo(a)anthracene, benzo(a)pyrene, benzo(b)-fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene were retained as COPCs. These PAH exceedances were further addressed in the HHRA, discussed below.

- **Metals:** Two metals were detected at concentrations exceeding their VRP Tier II screening level for unrestricted sediment:
  - Arsenic was detected above the VRP Tier II screening level (3.9 mg/kg) in three retention basin samples at a maximum concentration of 15.3 mg/kg in sample

Sed 2. The average arsenic concentration in the sediment samples is 14.3 mg/kg, which is well below the background concentration for arsenic (75.8 mg/kg). Arsenic was retained as a COPC, and was further addressed in the HHRA, discussed below.

- Chromium was detected above the VRP Tier II screening level (2.9 mg/kg) in three retention basin samples at a maximum concentration of 28.7 mg/kg in sample Sed 2. The average chromium concentration in the sediment samples is 26.4 mg/kg, which is well below the background concentration for chromium (87.1 mg/kg). However, the Tier II screening level is for hexavalent chromium. Where the samples were analyzed only for total chromium, all chromium is assumed to be present as hexavalent chromium. Based on the lack of detection of hexavalent chromium in soil and that those processes at the Property that used chromium only involved trivalent chromium, it was concluded that hexavalent chromium is not a COPC for the Property and no limitations on exposure or remedies are required for chromium.
- **Retention Basin Surface Water Samples:** Analytical results from the surface water sample collected from the onsite retention basin were compared to VRP Tier II surface water screening levels. No analytes were detected at concentrations exceeding their respective VRP Tier II screening levels and, therefore, there are no COPCs in surface water and no limitations on exposure or remedies are required.

#### Human Health Risk Assessment

After completing the above remediation, an HHRA that evaluates current and future Property conditions based on soil, groundwater, sediment, and surface water data collected in the Phase II and supplemental investigations (including post-excavation confirmatory soil samples) was prepared for the Property and is part of the AR. The Property was evaluated based on current and future industrial land use. Adjacent properties were evaluated based on residential land use.

#### Identification of COPCs

Constituents at the Property with concentrations exceeding applicable media-specific screening levels were identified as constituents of potential concern (COPCs), as noted above. For on-site receptors, maximum detected concentrations were compared to Tier II (unrestricted-sediment and surface water) and Tier III (restricted-soil and groundwater) screening levels. For offsite residential receptors, soil and groundwater data were compared to Tier II screening levels. For offsite non-residential receptors, soil and groundwater data were compared to Tier III screening levels. All volatile constituents detected in soil were retained as COPCs for the indoor air inhalation pathway, since VRP screening levels are not available for this pathway. COPCs were found to exist in soil and sediment only and no COPCs were found in groundwater or surface water. Therefore, no limitations on exposure or remedies are required for groundwater or surface water. Arsenic, benzo(a)anthracene, benzo(a)pyrene, benzo(b)-fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene were retained as COPCs in soil and sediment for the HHRA.

#### Identification of Exposure Pathways and Risks

Potential onsite receptors were identified as: (i) current and future industrial workers; (ii) current and future maintenance workers; (iii) current and future youth (6 to 16 years old) and adult (17 to 30 years old) trespassers; and (iv) future construction workers. Current onsite receptors were assumed to be exposed to surface soil, while future onsite receptors were assumed to be exposed to the soil column due to soil mixing that could occur during future Property development. Potential offsite receptors were identified as current and future child and adult residents and current and future commercial/industrial workers. The following potentially complete exposure pathways have been identified:

- Current and future onsite industrial workers: direct contact with soil (incidental ingestion, dermal contact, and inhalation); and, inhalation of indoor air potentially impacted by constituents in soil.
- Current and future onsite maintenance workers, current and future onsite trespassers, and future onsite construction workers: direct contact with soil (incidental ingestion, dermal contact, and inhalation); and, direct contact (incidental ingestion and dermal contact) with sediments.
- Current and future offsite residents and offsite commercial/industrial workers: inhalation of vapors and fugitive dust from soil. In addition, the soil protective of offsite groundwater used as a drinking water pathway was evaluated.

Cancer risks and noncancer hazards were calculated for each combination of COPCs and potentially complete exposure pathway/potential receptors (a total of 49 pathway/receptor combinations). These hazard calculations were based on Property-wide exposure point concentrations (EPCs) – values that represent a conservative estimate of the chemical concentration available from a particular medium or route of exposure. Cancer risks were deemed acceptable if the maximum excess lifetime cancer risk (ELCR) due to exposure was within (or below) the USEPA's acceptable range of  $1 \times 10^{-6}$  to  $1 \times 10^{-4}$ , while noncancer hazards were deemed acceptable if the maximum hazard index (HI) was less than or equal to USEPA's acceptance threshold of 1 for noncancer hazards.

#### HHRA Conclusions

Cancer risks and noncancer hazards were acceptable for all onsite and offsite receptors for all exposure pathways based on the Property-wide EPCs. For all pathway/risk combinations:

- The highest ELCR was  $3 \times 10^{-5}$  for current and future industrial workers, well within the USEPA's acceptable range. All other ELCR's were below this value and, therefore, also acceptable.
- The highest HI was 0.5 for future construction workers, again well below the USEPA's acceptable threshold of 1. All other HI's were below this value and, therefore, also acceptable.

Nevertheless, soil and sediment from the stormwater retention pond contain COPCs at concentrations that exceed Tier II residential criteria. Therefore, residential use of the Property or use of the Property's soil/sediment in residential settings should not be permitted.

For offsite groundwater, the "soil protective of offsite groundwater used as a drinking water" pathway was evaluated by comparing the Property-wide EPCs for the soil column to the "soil migration to groundwater" portion of the Tier II unrestricted screening levels for soil. The only constituent with an EPC exceeding the soil migration to groundwater portion of the Tier II screening level was arsenic. However, arsenic was not identified as a potential concern in groundwater as it was only detected in one groundwater sample

collected at the Property at a concentration below the Tier II groundwater screening level (MCL=10 µg/L). Therefore, soil conditions at the Property are protective of offsite groundwater potentially used as drinking water.

Based on the above-described sampling, remediation and the HHRA results, and assuming that the Activity and Use Limitations in Section 3 of this Uniform Environmental Covenant remain in place, current and potential future conditions at the Property do not pose an unacceptable risk to current and future receptors, and no additional evaluation or remediation at the Property is required.

### 3. Activity and Use Limitations

- a. The Property is subject to the following activity and use limitations, which shall run with the land and become binding on Grantor(s) and any successors, assigns, tenants, agents, employees and other persons under its (their) control, until such time as this covenant may terminate as provided by law:

(1) Limited Use Only. Pursuant to the Certificate of Satisfactory Completion of Remediation issued by the Virginia Department of Environmental Quality (Exhibit C), the Property and any buildings and other improvements existing or to be erected thereon shall be used only and solely for commercial office, industrial, warehouse and other retail or wholesale purposes (including restaurant, hotel or motel use) and for no other purpose whatsoever, notwithstanding that other uses may be permitted by the applicable zoning or other ordinances now or in the future affecting the Property. In particular, the Property shall not be used for any residential purposes, such as single-family residences, apartment or condominiums, outdoor recreational purposes, or for a hospital or other medical uses, schools, childcare centers, senior centers for the elderly or live-in nursing homes, playground, or parks.

(2) Soil Control. All soils present on the Property or removed from the Property must be "Handled", disposed or otherwise managed in compliance with all applicable VDEQ Rules, and other applicable Environmental Laws; Any soil may be returned to the same location and depth from which it was Handled, excavated or otherwise managed, if allowed under VDEQ Rules and regulations and other applicable Environmental Laws. Under no circumstance shall soils originating at or with the Property be removed, sold, reused, disposed or otherwise managed at another location unless it has been properly characterized and managed in compliance with all applicable VDEQ Rules, and other applicable Environmental Laws to include but not limited to 40 CFR Parts 261 and 262. Proper notice shall be made to and proper protection shall be provided to workers and other individuals who could be exposed to soils at the Property in the course of any Handling or other management;

- b. Geographic boundary of each use and activity restriction is presented in Exhibit D. A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A survey of the Property is attached to this Environmental Covenant as Exhibit B.

- c. Definitions.

(1) "**Environmental Laws**" means all applicable federal, state and local laws (including common law), statutes, codes, ordinances, by-laws, regulations, rules, directives, judgments, orders, judicial or administrative decrees, and covenants and similar restrictions, governing safety and health and protection of the environment, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended (CERCLA); the Resource Conservation and Recovery Act, as amended 42 U.S.C.



6901 et seq.(RCRA); the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. 300f through 300j; and Virginia state laws and regulations, local and municipal requirements governing safety and health and protection of the environment; and the VDEQ Rules.

- (2) "**Handling**" or "**Handled**" means bringing soils to the surface or moving or disturbing soils through grading, drilling, excavating, removing, trenching, backfilling, stockpiling, environmental boring, monitoring, sampling or other disturbance, including without limitation from installation of utilities or subsurface features, construction of above-grade or sub-surface structures or otherwise.
- (3) "**Hazardous Substances**" means any substance which is toxic, ignitable, reactive, or corrosive or which otherwise is regulated by or under Environmental Laws as hazardous to human health or the environment including a contaminant under VDEQ Rules. Hazardous Substances also include: (A) any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to federal, Virginia state or Virginia local law, regulation, or ordinance, e.g., 40 CFR Part 302.4; (B) asbestos; (C) polychlorinated biphenyls ("PCBs"); and, (D) petroleum and petroleum products.
- (4) "**VDEQ Rules**" means as such may be amended from time to time the laws and regulations and related guidance for the VRP set forth in Va. Code Ann. § 10.1-1232, 9 Virginia Administrative Code (VAC) 20-160-10 et seq., and including without limitation VDEQ's "Voluntary Remediation Program Risk Assessment Guidance" and the "Risk Assessment Guidance for Superfund (RAGS)" but only to the extent incorporated into the VDEQ Rules.
- (5) "**Days**" shall mean calendar days unless expressly stated otherwise.

4. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.
5. Compliance and Use Reporting
  - a. By the end of every third January following the Agencies' approval of this Environmental Covenant and whenever else requested in writing by the Agencies, the then current owner of the Property shall submit, to the Agencies and any Holder listed below in the Acknowledgements section, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being observed. This documentation shall be signed by a qualified and certified professional engineer who has inspected and investigated compliance with this Environmental Covenant.
  - b. In addition, thirty (30) days prior to any of the following events, the then current owner of the Property shall submit, to the Agencies and any Holder listed above, written documentation describing the following:; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any Property work, if such building or proposed Property work will affect the contamination on the Property subject to this Environmental Covenant.
  - c. Within seven (7) calendar days upon finding of noncompliance with the activity and use limitations in this Environmental Covenant, the then current owner shall submit to Agencies written documentation describing such non-compliance.

6. Access by the Holder(s) and the Agencies. In addition to any rights already possessed by the Holder(s) and the Agencies, this Environmental Covenant grants to the Holder(s) and the Agencies and their contractors, employees, agents, and representatives a right of reasonable access to the Property in connection with implementation, inspection or enforcement of this Environmental Covenant.

7. Subordination

A title search has been performed for the Property and multiple easements have been identified. A copy of this title search and the subordination agreements associated with these easements are provided in Exhibit E and are set forth as follows:

- a. SUBORDINATION AGREEMENT ("Agreement"), dated as of the 21st day of June, 2012 between CSX, a Virginia Corporation, with a mailing address of 500 Water Street, Jacksonville, FL 32202 ("Easement Holder") and GE Lighting, L.L.C.
- b. SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22nd day of June, 2012 between Shenandoah Valley Electric Cooperative ("Easement Holder") and GE Lighting, L.L.C. regarding the easement recorded on July 23, 1963, in Deed Book 291, Page 351.
- c. SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22nd day of June, 2012 between Shenandoah Valley Electric Cooperative ("Easement Holder") and GE Lighting, L.L.C. regarding the easement recorded on December 8, 1952, in Deed Book 225, Page 595.
- d. SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22nd day of June, 2012 between Shenandoah Valley Electric Cooperative ("Easement Holder") and GE Lighting, L.L.C. regarding the easement recorded on September 30, 1973, in Deed Book 417, Page 575.
- e. SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22nd day of June, 2012 between Shenandoah Valley Cooperative ("Easement Holder") and GE Lighting, L.L.C. regarding the easement recorded on June 18, 1986, in Deed Book 619, Page 206.
- f. SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22nd day of June, 2012 between Shenandoah Valley Electric Cooperative ("Easement Holder") and GE Lighting, L.L.C. regarding the easement recorded on November 1, 1963, in Deed Book 294, Page 294.
- g. SUBORDINATION AGREEMENT ("Agreement"), entered into in June 2012 between Washington Gas Light Company ("Easement Holder") and GE Lighting, L.L.C..
- h. SUBORDINATION AGREEMENT ("Agreement"), entered into in June 2012 between City of Winchester, Virginia ("Easement Holder") and GE Lighting, L.L.C..
- i. SUBORDINATION AGREEMENT ("Agreement"), entered into in June 2012 between Verizon ("Easement Holder") and GE Lighting, L.L.C..

8. Recording & Proof & Notification

a. Within ninety (90) days after the date of the Agencies' approval of this Environmental Covenant, the Grantor shall file, or cause to be filed, this Environmental Covenant with the Clerk of the Circuit Court for each locality wherein the Property is located. The Grantor shall likewise file, or cause to be filed, any amendment, assignment, or termination of this Environmental Covenant with the applicable Clerk(s) of the Circuit Court within ninety (90) days of their execution. Any Environmental Covenant, amendment, assignment, or termination recorded outside of these periods shall be invalid and of no force and effect.

b. The Grantor shall send a file-stamped copy of this Environmental Covenant, and of any amendment, assignment, or termination, to the Holder(s) and the Agencies within sixty (60) days of recording. Within that time period, the Grantor also shall send a file-stamped copy to the chief administrative officer of each locality in which the Property is located, any persons who are in possession of the Property who are not the Grantors, any signatories to this covenant not previously mentioned, and any other parties to whom notice is required pursuant to the Uniform Environmental Covenants Act.

9. Termination or Amendment. This Environmental Covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with UECA. In accordance with UECA Virginia Code § 10.1-1245 or 10.1-1246 the Grantor and Holder also agree to provide the Agencies written notice of pendency of any foreclosure referred to in Section 10.1-1245.A.4 of the Code of Virginia within seven (7) days of becoming aware of such pendency.
10. Enforcement of Environmental Covenant. This Environmental Covenant shall be enforced in accordance with § 10.1-1247 of the Code of Virginia. The Agencies or its successors are a beneficiary of the Environmental Covenant and has the authority to enforce the Environmental Covenant contained herein.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

ACKNOWLEDGMENTS:

GRANTOR(S)


Date: 6-27-12

GE Lighting L.L.C. Grantor

By (signature):

Name (printed):

Title:

  
Ronald S. Wilson  
GM, Lighting Supply Chain

OHIO  
COMMONWEALTH OF VIRGINIA (other state, if executed outside Virginia)

COUNTY OF Geauga

On this 27 day of June, 2012, before me, the undersigned officer, personally appeared Ronald S. Wilson (Owner, Grantor) who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

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



Notary Public

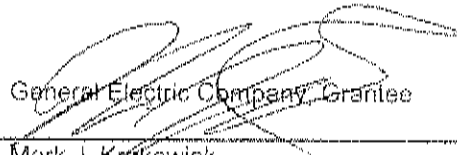
SARA JAN KAMINSKY  
Notary Public, State of Ohio, Geauga County  
My Commission Expires December 4, 2013

My commission expires: \_\_\_\_\_

Registration #: 2008-F-73079

HOLDER

June 27<sup>th</sup>, 2012

  
General Electric Company, Grantee

Date

By (signature):

Name (printed):

Title:

Mark J. Krakowiak

Vice President & Chief Financial Officer, GE H&BS

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

On this 27 day of June, 2012, before me, the undersigned officer, personally appeared \_\_\_\_\_ {Holder, Grantee} who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

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

My commission expires: 9-20-2014

Registration #: 428279



Notary Public

AGENCY

APPROVED by the Virginia Department of Environmental Quality and the United States Environmental Protection Agency as required by Virginia Code § 10.1-1238 *et seq.*

Date: June 29, 2012

Virginia Department of Environmental Quality

By (signature): Jeffery A. Steers

Name (printed): Jeffery A. Steers

Title: Dir., Div of Land Protection <sup>3</sup> RENTAL/2/1/12

Date:

United States Environmental Protection Agency

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

AGENCY

APPROVED by the Virginia Department of Environmental Quality and the United States Environmental Protection Agency as required by Virginia Code § 10.1-1238 et seq.

Date:

Virginia Department of Environmental Quality

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date:

6/28/12

United States Environmental Protection Agency

By (signature): Abraham Ferch

Name (printed): Abraham Ferch

Title: Dir. Hazardous Chemical Div  
USEPA Region 3

ARCADIS

**Exhibit A**



**EXHIBIT "A"**  
**Legal Description**

Commitment No: 731100161

**Parcel 1:**

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

**Parcel 2:**

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30,00 feet wide, with the westerly line of U.S. Route 11, 60,00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad, Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N, 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Print date: June 30, 2011 9:52:37 AM

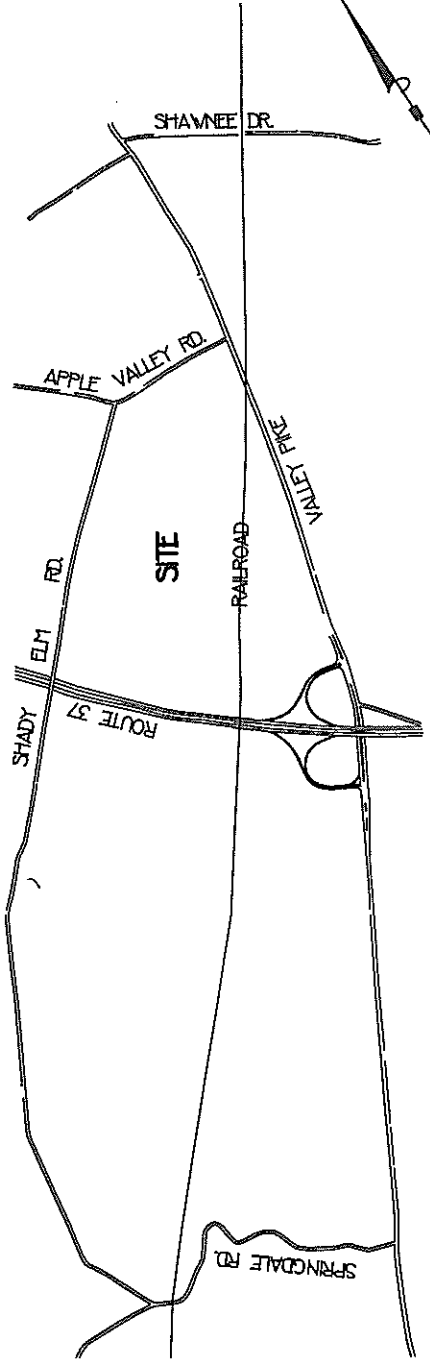
ARCADIS

**Exhibit B**

# FINAL PLAT FOR BOUNDARY LINE ADJUSTMENT

BETWEEN THE PROPERTIES OF  
**G. E. LIGHTING, LLC (TM 63-A-57)**  
 AND  
**WHITING ROAD, LLC (TM 63-A-61)**

BACK CREEK MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA



VICINITY MAP SCALE 1" = 2000'

## OWNER'S CERTIFICATE

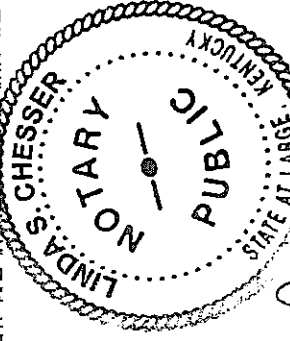
THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT THE PROPERTIES OF GE LIGHTING, LLC ( TM 16-A-57) AND WHITING ROAD, LLC (TM 63-A-61), AS APPEARS ON THE ACCOMPANYING PLATS, IS MADE WITH THEIR FREE CONSENT AND IN ADOPTION WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

*[Signature]*  
 GE LIGHTING, LLC, REPRESENTATIVE  
 COMMONWEALTH OF VIRGINIA  
 CITY/COUNTY OF Frederick, TO WIT

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME ON

*[Signature]*  
 LINDA S. CHESSEY  
 NOTARY PUBLIC

NOTARY PUBLIC



May 16, 2007 DATE  
Sept. 11, 2007 MY COMMISSION EXPIRES

*[Signature]*  
 WHITING ROAD, LLC, REPRESENTATIVE

NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA  
 CITY/COUNTY OF Frederick, TO WIT

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME ON

*[Signature]*  
 NOTARY PUBLIC

May 16, 2007 DATE  
10-31-10 MY COMMISSION EXPIRES

## SURVEYOR'S CERTIFICATE

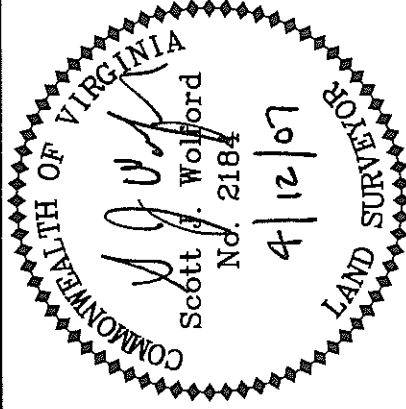
I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT, IS A PORTION OF LAND CONVERTED TO GE LIGHTING, LLC BY DEED DATED JULY 3, 2000 AND RECORDED IN DEED BOOK 972, PAGE 1123, AND ALL OF THE LAND CONVERTED TO WHITING ROAD, LLC BY DEED DATED SEPTEMBER 7, 2006 AND RECORDED AT INSTRUMENT NO. 060017280, SAID DEEDS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FREDERICK COUNTY, VIRGINIA.

*[Signature]*  
 SCOTT J. WOLFORD, L.S.

## APPROVALS:

FREDERICK COUNTY SUBMISSION ADMINISTRATOR	DATE
T.M. 63-A-57 74,779 ACRES (OLD AREA) 55,460 ACRES (NEW AREA) ZONED: M-1 USE: INDUSTRIAL (D.B. 972, PG. 1123)	
T.M. 63-A-61 48,401 ACRES (OLD AREA) 67,718 ACRES (NEW AREA) ZONED: M-1 USE: VACANT (INST. NO. 060017280)	

WOLFORD LAND SURVEYING  
 106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
 (540) 542-1677 FAX (540) 542-1678

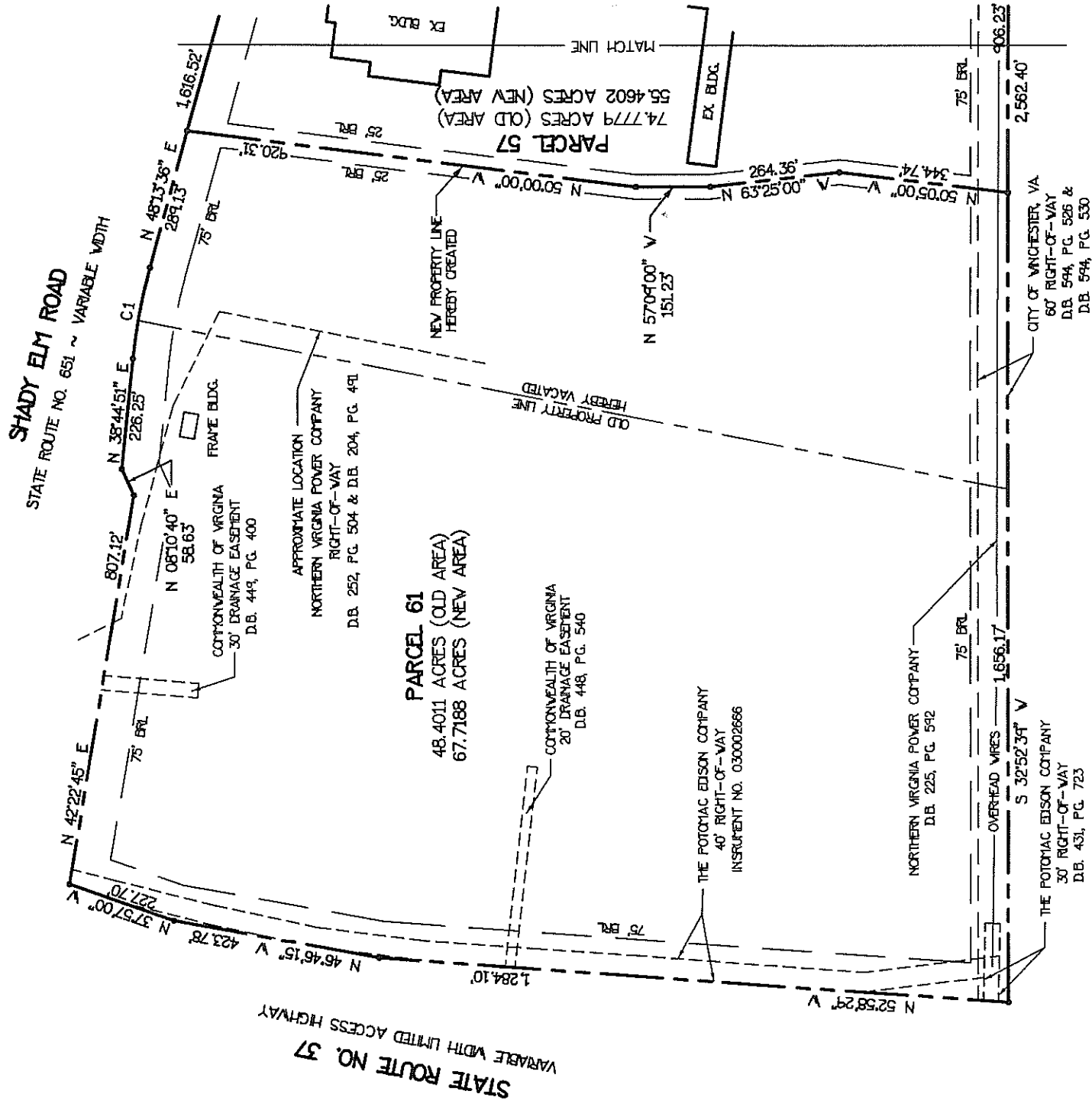


THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.

ACCORDING TO COMMUNITY-PANEL NO. 510063 0200 B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FREDERICK COUNTY, VIRGINIA, DATED JULY 17, 1978, THE PROPERTY SHOWN HEREON APPEARS TO BE WITHIN ZONE "C".

CURVE TABLE

NUMBER	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	1148.00	189.93	09°28'45"	95.18	189.71	N 43°29'14" E



**FINAL PLAT FOR  
BOUNDARY LINE ADJUSTMENT  
BETWEEN THE PROPERTY OF  
GE LIGHTING, LLC**

(TM 63-A-57)

AND THE PROPERTY OF

**WHITING ROAD, LLC**

(TM 63-A-61)

BACK CREEK ELECTION DISTRICT

FREDERICK COUNTY, VIRGINIA

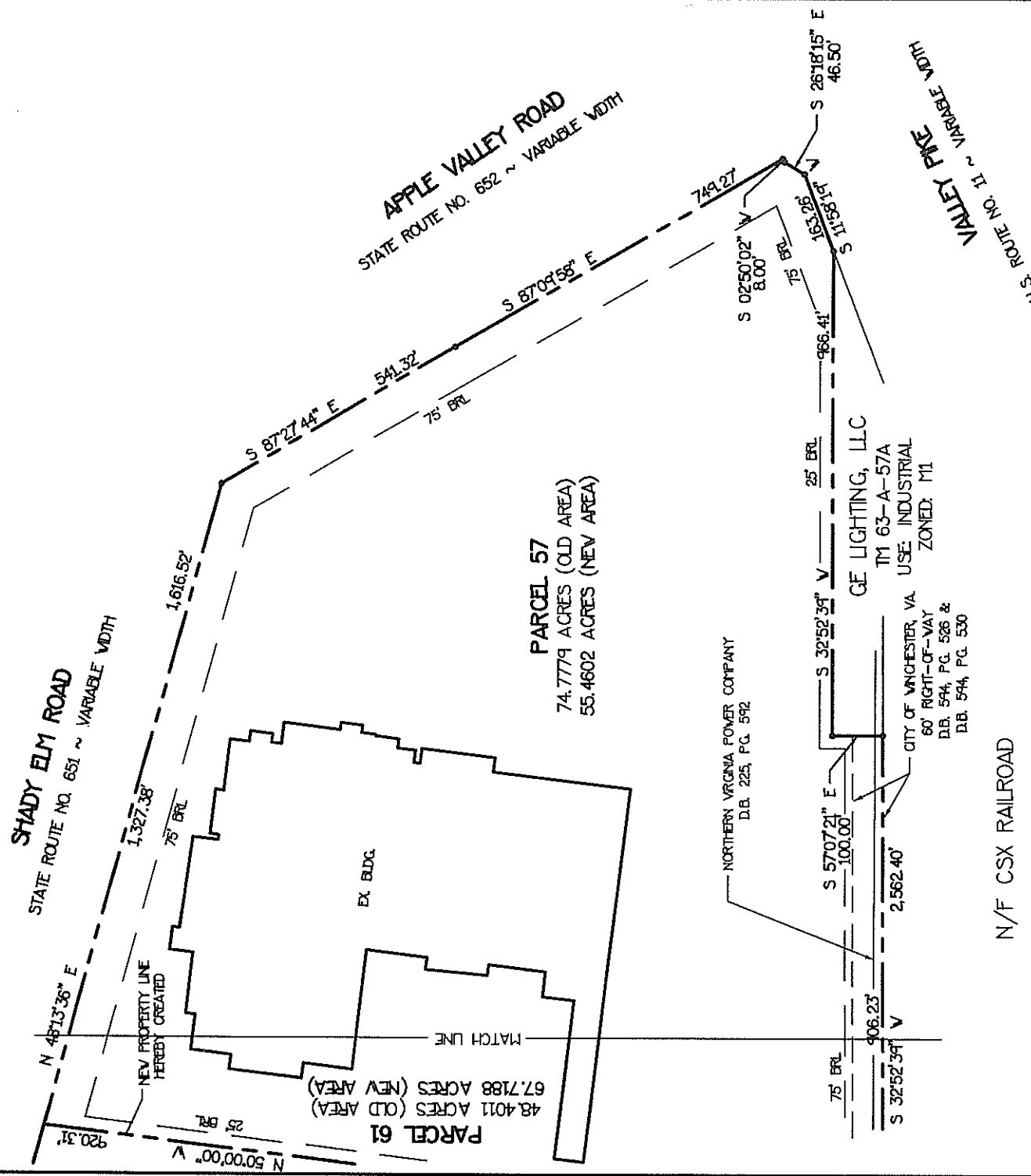
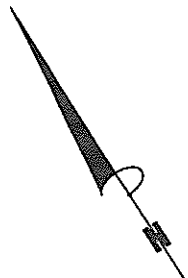
SCALE: 1" = 300' DATE: APRIL 12, 2007

**WOLFORD LAND SURVEYING**

106 MONROE'S CIRCLE, WINCHESTER, VA. 22602

(540) 542-1677 FAX (540) 542-1678





**FINAL PLAT FOR  
BOUNDARY LINE ADJUSTMENT  
BETWEEN THE PROPERTY OF  
GE LIGHTING, LLC**

(TM 63-A-57)

AND THE PROPERTY OF

**WHITING ROAD, LLC**

(TM 63-A-61)

BACK CREEK ELECTION DISTRICT

FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 300' DATE: APRIL 12, 2007

**WOLFORD LAND SURVEYING**

106 MONROE'S CIRCLE, WINCHESTER, VA, 22602  
(540) 542-1677 FAX (540) 542-1678



ARCADIS

**Exhibit C**

**Prepared by:** Virginia Department of Environmental Quality  
629 E. Main Street  
Richmond, Virginia 23219  
(804) 698-4000

**Grantor:** General Electric Lighting  
**Grantee:** General Electric Company

**COMMONWEALTH OF VIRGINIA  
VOLUNTARY REMEDIATION PROGRAM  
CERTIFICATION OF  
SATISFACTORY COMPLETION OF REMEDIATION**

**Program Participant[s]:** General Electric Lighting

**Site Owner:** General Electric Company

**Site Name:** General Electric Lighting Winchester Lamp Plant

**Site Location:  
(plat attached)** 125 Apple Valley Road  
Winchester, Virginia 22602

**Voluntary Remediation Program  
Site ID Number:** VRP00586

**Instrument Number:** 20036.0 and 20034.0; Parcel IDs: 63-A-57 and 63-A-57A, respectively

**County of Record:** County of Frederick

**Description of Property:** Approximately 57 acres site in Frederick County, Virginia generally as shown on the map attached as Exhibit A and more particularly described in the legal description attached as Exhibit A.

**Current Zoning:** M-1

**Proposed Use of Property:** Industrial

**Conditions of Issuance (if any):** Institutional Controls - deed restrictions incorporated in the Declaration of Restrictive Covenants that specify: (1) Limited Use Only. The Property and any buildings and other

**Conditions of Issuance (cont.):**

improvements existing or to be erected thereon shall be used only and solely for commercial office, industrial, warehouse and other retail or wholesale purposes (including restaurant, hotel or motel use) and for no other purpose whatsoever, notwithstanding that other uses may be permitted by the applicable zoning or other ordinances now or in the future affecting the Property. In particular, the Property shall not be used for any residential purposes, such as single-family residences, apartment or condominiums, outdoor recreational purposes, or for a hospital or other medical uses, schools, childcare centers, senior centers for the elderly or live-in nursing homes, playground, or parks.

(2) Soil Control. All soils present on the Property or removed from the Property must be "Handled", disposed or otherwise managed in compliance with all applicable VADEQ Rules, and other applicable Environmental Laws. Any soil may be returned to the same location and depth from which it was, Handled, excavated or otherwise managed, if allowed under VADEQ Rules and regulations and other applicable Environmental Laws. Under no circumstance shall soils originating at or with the Property be removed, sold, reused, disposed or otherwise managed at another location unless it has been properly characterized and managed in compliance with all applicable VADEQ Rules and other applicable Environmental Laws to include but



not limited to 40 CFR 261-262. Proper notice shall be made to and proper protection shall be provided to workers and other individuals who could be exposed to soils at the Property in the course of any Handling or other management.

(See Exhibit B for Definitions)

(3) Easements. Easements affected by the Declaration of Restrictive Covenants shall be addressed through subordinate agreements prior to recordation of this certificate.

**Other Encumbrances on Site:**

See easements listed in Exhibit D

**AUTHORITY**

PURSUANT to Code of Virginia §§ 10.1-1230 *et seq.*, and the Voluntary Remediation Regulations (Virginia Administrative Code §§ 20-160-10 *et seq.* (VAC)), the Participant submitted an application on July 22, 2011, to enroll the Participant and the Site in the Voluntary Remediation Program (Program). By letter dated October 3, 2011, the Waste Management Board, acting through the Director of the Department of Environmental Quality (Director) deemed the Participant and Site eligible and notified the Participant that the Site was enrolled in the Program. The Program provides for the Participant's voluntary remediation of releases of hazardous substances, hazardous waste, solid waste, or petroleum from the Site that is the subject of this Certification of Satisfactory Completion of Remediation (Certificate), issued under 9 VAC 20-160-110.

**DETERMINATION**

Pursuant to the authority granted under Va. Code §§ 10.1-1230 *et seq.*, the Director, or his designee, has reviewed the Voluntary Remediation Report (Report), concurs with all work submitted, as set forth in 9 VAC 20-160-80, has determined that the environmental impacts identified at the Site do not present an unacceptable risk to human health and the environment [if the institutional controls mentioned above are implemented] and hereby issues this Certificate. No further action is required at the Site [except for the imposition of institutional controls as noted above].

As a result of the issuance of this Certificate, the Participant, current and future Site owners, and their successors-in-interest are afforded immunity

from an enforcement action under the Virginia Waste Management Act (§§ 10.1-1400 *et seq.*), the State Water Control Law (§§ 62.1-44.2 *et seq.*), the Air Pollution Control Law (§§ 10.1-1300 *et seq.*), or other applicable Virginia law. The immunity accorded by the Certificate shall apply to the Participant, current and future owners of the Site and their successors-in-interest, and shall run with the land identified as the Site.

## **RESERVATION OF RIGHTS**

The immunity granted by issuance of this Certificate shall be limited to Site conditions at the time of issuance as those conditions are described in the information submitted by the Participant pursuant to participation in the Program. The immunity is further conditioned upon satisfactory performance by the Participant of all obligations required by the Director under the Program and upon the veracity, accuracy, and completeness of the information submitted to the Director by the Participant relating to the Site.

The immunity provided for under this Certificate does not pertain to any matter other than that expressly specified in the section above entitled "Determination." The Director reserves, and this immunity is without prejudice to, the right to revoke or modify the Certificate (1) in the event conditions at the Site, unknown at the time of issuance of the Certificate, pose a risk to human health or the environment; or (2) in the event that the Certificate was based on information that was false, inaccurate, or misleading. The Director further reserves, and this Certificate and immunity is without prejudice to, the right to pursue any and all claims for liability for failure to meet a requirement of the Program, criminal liability, or liability arising from future activities at the Site which may cause contamination by pollutants. By issuance of this Certificate, the Director does not waive sovereign immunity.

This Certificate is not and shall not be interpreted to be a permit or a modification of an existing permit or administrative order issued pursuant to state law, nor shall it in any way relieve the Participant of its obligation to comply with any other federal or state law, regulation, or administrative order. Any new permit or administrative order, or modification of an existing permit or administrative order must be accomplished in accordance with applicable federal and/or state laws and regulations.

## **DISCUSSION OF RELEVANT INFORMATION**

The General Electric Light (GE) Winchester Lamp Plant is located at 125 Apple Valley Road in Frederick County in a mixed industrial-, commercial-, and residential-use area. The site was in agricultural use prior to GE purchasing it. The legal description of the site and property boundaries are depicted in Exhibit A. The VRP site boundaries and the property boundaries are the same.



Historically, the GE Winchester Lamp Plant manufactured incandescent light bulbs. The manufacturing process remained essentially the same since the plant began production in 1975 until its closure on September 24, 2010. The site consists of one large manufacturing building along with several support structures. A stormwater retention pond is located on the northeast portion of the site. A surface drainage ditch is present on the southeast portion of the site. Surface water runoff exits the parcel to the southeast through a drainage culvert under the railroad tracks on the adjacent site to the southeast.

Various site characterization and investigation activities, and risk assessments were conducted at the Winchester Lamp Plant between 1972 and 2011; a listing of the pertinent documents is provided as Exhibit C. On behalf of GE, AMEC completed a Phase II Environmental Site Assessment dated July 2011. Soil, groundwater, sediment, and surface water samples were collected from various areas across the site. Polynuclear aromatic hydrocarbons (PAHs) and metals were detected exceeding VRP Tier II screening levels for unrestricted sediment in one or more sediment sample collected from the onsite retention basin. No concentrations were detected exceeding the VRP Tier II surface water screening levels for the surface water sample collected from the onsite retention pond. One metal (molybdenum) was detected at concentrations exceeding the VRP Tier II screening level for unrestricted groundwater in one or more of the groundwater samples collected from the site. PAHs, polychlorinated biphenyls (PCBs), and metals were detected at concentrations exceeding the VRP Tier III screening levels for commercial/industrial soil.

Following completion of the Phase II ESA, three soil excavations were conducted in areas near MW-4, MW-5, and SB-72 where constituents of potential concern (COPC) concentrations exceeded VRP Tier III screening levels for commercial/industrial soil. Confirmation soil samples were completed at all locations. A Supplemental Investigation and Excavations Report describing this work was submitted to the VADEQ in July 2011. A total of approximately 64 tons of material were removed from these areas and transported to the Waste Management King George Landfill in King George, Virginia. The excavations were backfilled with fresh crushed stone from an active local quarry.

ARCADIS prepared a site characterization report and a human health risk assessment (HHRA) evaluating current and future conditions based on soil, groundwater, sediment, and surface water data collected by AMEC in 2010 and 2011. The site was evaluated based on current and future industrial

land use. COPCs were identified using a screening process consistent with the VRP's standard approaches. Based on the screening evaluation, the site-specific HHRA was conducted for potentially complete exposure pathways for each of the potential receptors. Based on the site-specific risk assessment evaluation results, current and potential future conditions at the site do not pose an unacceptable risk to current and future receptors, provided that the property will be restricted to industrial/commercial use only.

The required public notice was completed in accordance with VRP Regulations and was published in the Winchester Star on April 4, 2012. The public notice was also sent to adjacent property owners, the City of Winchester and Frederick County. One written public comment was received from an adjacent property owner and GE responded to this comment on May 1, 2012. The comment did not impact the remedial actions taken.

The Participant provided a Demonstration of Completion dated May 7, 2012 (the "Demonstration of Completion") indicating that excavation and off-site disposal of contaminated soil was completed and the site poses no unacceptable risk to human health, provided that the property will be restricted to industrial/commercial use only.

Institutional controls in the form of restrictive covenants will be recorded in the Office of the Clerk of the Circuit Court in Frederick County, Virginia, following the recordation of this Certificate to assure implementation of the Conditions of Issuance set forth above. In consideration of the completion of the excavation and the implementation of the Conditions of Issuance, the Director has accepted the conclusions of the Report.

(Signature Page Follows)

**This Certificate is conditioned upon its being signed by the Participant and owner, and recorded within 90 calendar days of its issuance, in the land records of Winchester, Virginia. A certified copy of the Certificate as recorded must be submitted to the Department of Environmental Quality, P.O. Box 1105, Richmond, VA 23218, ATTN: Voluntary Remediation Program.**

**David K. Paylor, Director  
Department of Environmental Quality**

Date: 6/15/2012

BY: Durwood H. Willis  
Durwood H. Willis, Director  
Office of Remediation Programs

State of Virginia  
City of Richmond

The foregoing instrument was acknowledged before me this 15 day of June, 2012, by Durwood H. Willis, who is personally known to me. Durwood H. Willis voluntarily acknowledged this instrument as the Director, Office of Remediation Programs, of the Department of Environmental Quality, on behalf of the Virginia Department of Environmental Quality.

Michelle R. Webb  
Notary Public

Registration Number: 207528

My commission expires: 2/28/2014

(Signature Page Follows)

Participant

Date: \_\_\_\_\_ BY: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2012 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

### **DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants made as of this \_\_\_\_ day of \_\_\_\_\_, 2012, under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 by GE Lighting LLC, owner of the fee simple title to the property hereinafter described, GRANTOR, as follows:

ALL THAT certain tract, piece or parcel of land containing a total of 57 acres, lying and being in the County of Frederick, Virginia, and as described in the attached plat as Parcels 63-A-57 and 63-A-57A.

WHEREAS, GE Lighting LLC is the fee simple owner of the said property (see deed recorded in Deed Book 972, page 1113 and Deed Book 972, page 1123); and

WHEREAS, in consideration of certain concessions made by the Director of the Virginia Department of Environmental Quality, the Grantor has agreed to establish certain irrevocable restrictive covenants limiting the use of said property in order to protect human health and the environment;

NOW THEREFORE, for the consideration referred to above, the receipt and legal sufficiency of which is hereby acknowledged by the undersigned, and in order to protect human health and the environment, the undersigned do hereby irrevocably, dedicate, declare and impose the following restrictive covenants to run with the land on the above described property as follows:

(1) Limited Use Only. The Property and any buildings and other improvements existing or to be erected thereon shall be used only and solely for commercial office, industrial, warehouse and other retail or wholesale purposes (including restaurant, hotel or motel use) and for no other purpose whatsoever, notwithstanding that other uses may be permitted by the applicable zoning or other ordinances now or in the future affecting the Property. In particular, the Property shall not be used for any residential purposes, such as single-family residences, apartment or condominiums, outdoor recreational purposes, or for a hospital or other medical uses, schools, childcare centers, senior centers for the elderly or live-in nursing homes, playground, or parks.

(2) Soil Control. All soils present on the Property or removed from the Property must be "Handled", disposed or otherwise managed in compliance with all applicable VADEQ Rules, and other applicable Environmental Laws. Any soil may be returned to the same location and depth from which it was, Handled, excavated or otherwise managed, if allowed under VADEQ Rules and regulations and other applicable Environmental Laws. Under no circumstance shall soils originating at or with the Property be removed, sold, reused, disposed or otherwise managed at another location

unless it has been properly characterized and managed in compliance with all applicable VADEQ Rules and other applicable Environmental Laws to include but not limited to 40 CFR 261-262. Proper notice shall be made to and proper protection shall be provided to workers and other individuals who could be exposed to soils at the Property in the course of any Handling or other management.

This Declaration of Restrictive Covenants may be modified or released only with the consent of the Director of the Department of Environmental Quality, upon a showing of changed circumstances sufficient to justify the change.

Given under my hand and seal at \_\_\_\_\_, Virginia, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
GE Lighting LLC  
By:

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, who is personally known to me. \_\_\_\_\_ voluntarily acknowledged this instrument as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

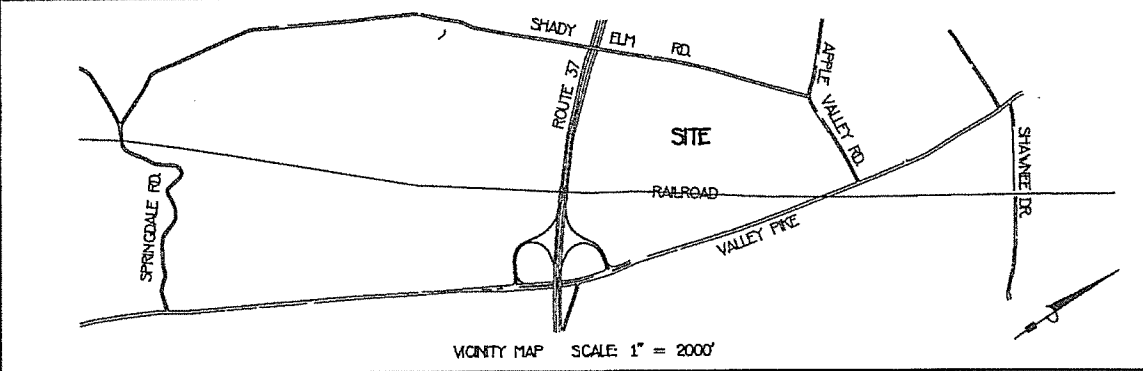


Exhibit A

Survey Plat and Legal Description

**FINAL PLAT FOR BOUNDARY LINE ADJUSTMENT**

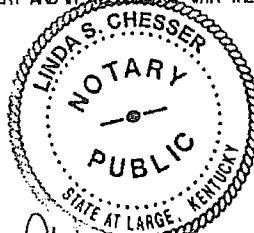
BETWEEN THE PROPERTIES OF  
**G. E. LIGHTING, LLC (TM 63-A-57)**  
 AND  
**WHITING ROAD, LLC (TM 63-A-61)**  
 BACK CREEK MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA



**OWNER'S CERTIFICATE**

THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT THE PROPERTIES OF GE LIGHTING, LLC ( TM 16-A-57) AND WHITING ROAD, LLC (TM 63-A-61), AS APPEARS ON THE ACCOMPANYING PLATS, IS MADE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

*[Signature]*  
 GE LIGHTING, LLC REPRESENTATIVE



COMMONWEALTH OF VIRGINIA Kentucky  
 CITY/COUNTY OF Jefferson, TO WIT

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME ON

May 22, 2007  
 DATE

*[Signature]*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES Sept. 11, 2007

*[Signature]*  
 WHITING ROAD, LLC REPRESENTATIVE

NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA  
 CITY/COUNTY OF Frederick, TO WIT

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME ON

May 16, 2007  
 DATE

*[Signature]*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES 10-31-10

**SURVEYOR'S CERTIFICATE**

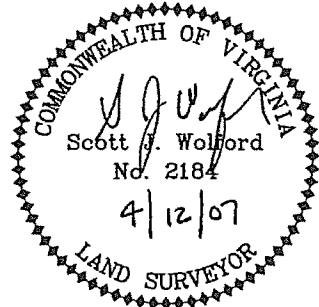
I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT, IS A PORTION OF LAND CONVEYED TO GE LIGHTING, LLC BY DEED DATED JULY 3, 2000 AND RECORDED IN DEED BOOK 972, PAGE 1123, AND ALL OF THE LAND CONVEYED TO WHITING ROAD, LLC BY DEED DATED SEPTEMBER 7, 2006 AND RECORDED AT INSTRUMENT NO. 060017280, SAID DEEDS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FREDERICK COUNTY, VIRGINIA.

*[Signature]*  
 SCOTT J. WOLFORD, L.S.

**APPROVALS:**

FREDERICK COUNTY SUBMISSION ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

T.M. 63-A-57 74.7779 ACRES (OLD AREA) 55.4602 ACRES (NEW AREA) ZONED: M-1 USE: INDUSTRIAL (D.B. 972, PG. 1123)	T.M. 63-A-61 48.4011 ACRES (OLD AREA) 67.7188 ACRES (NEW AREA) ZONED: M-1 USE: VACANT (INST. NO. 060017280)
---	--



**WOLFORD LAND SURVEYING**  
 106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
 (540) 542-1677 FAX (540) 542-1678

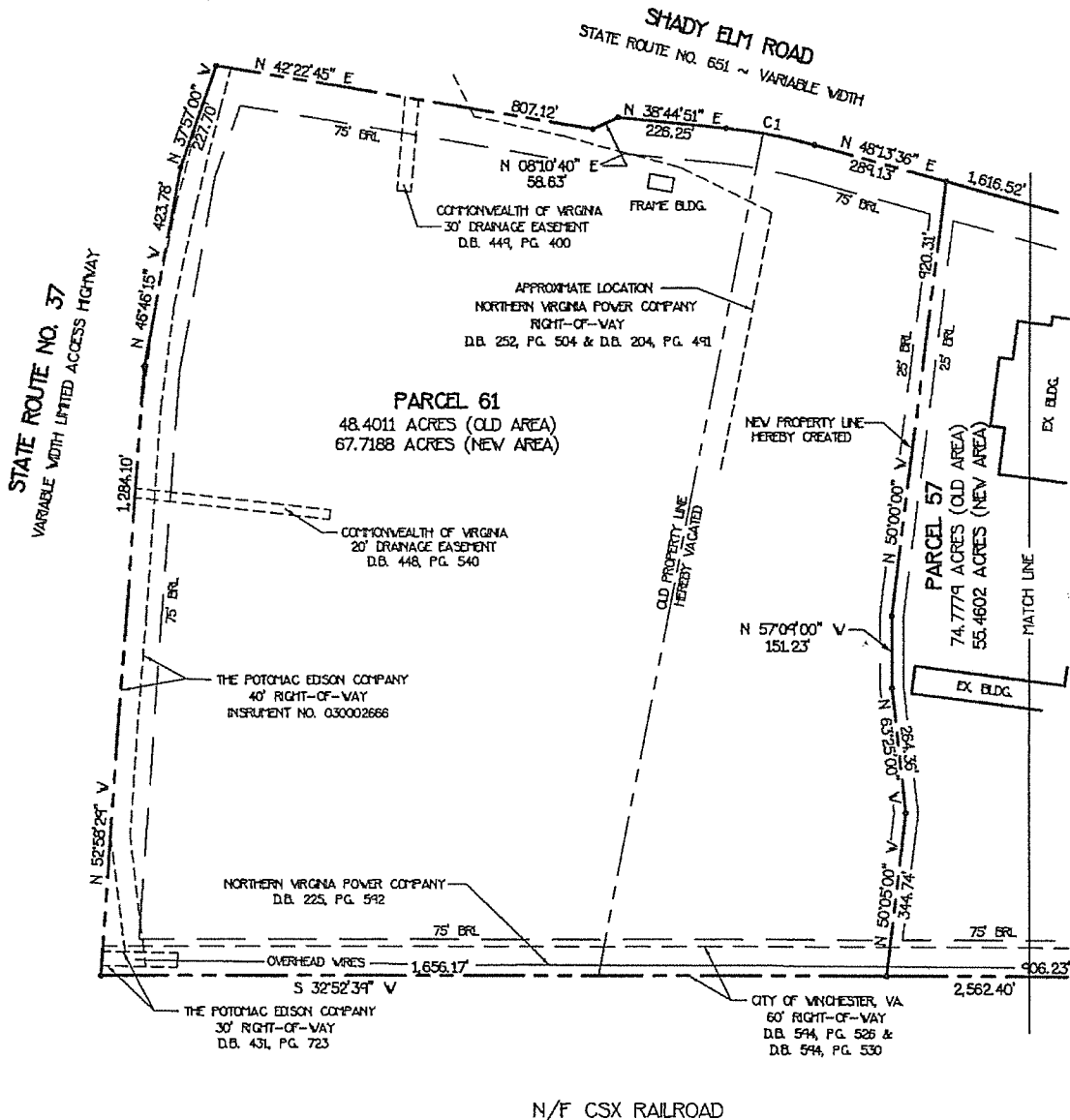
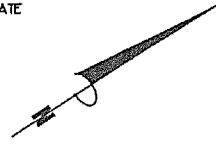
APRIL 12, 2007  
 SHEET 1 OF 3 WLS 1076

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.

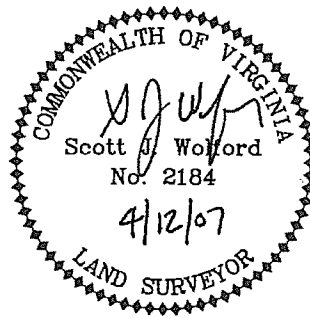
ACCORDING TO COMMUNITY-PANEL NO. 510063 0200 B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FREDERICK COUNTY, VIRGINIA, DATED JULY 17, 1978, THE PROPERTY SHOWN HEREON APPEARS TO BE WITHIN ZONE "C".

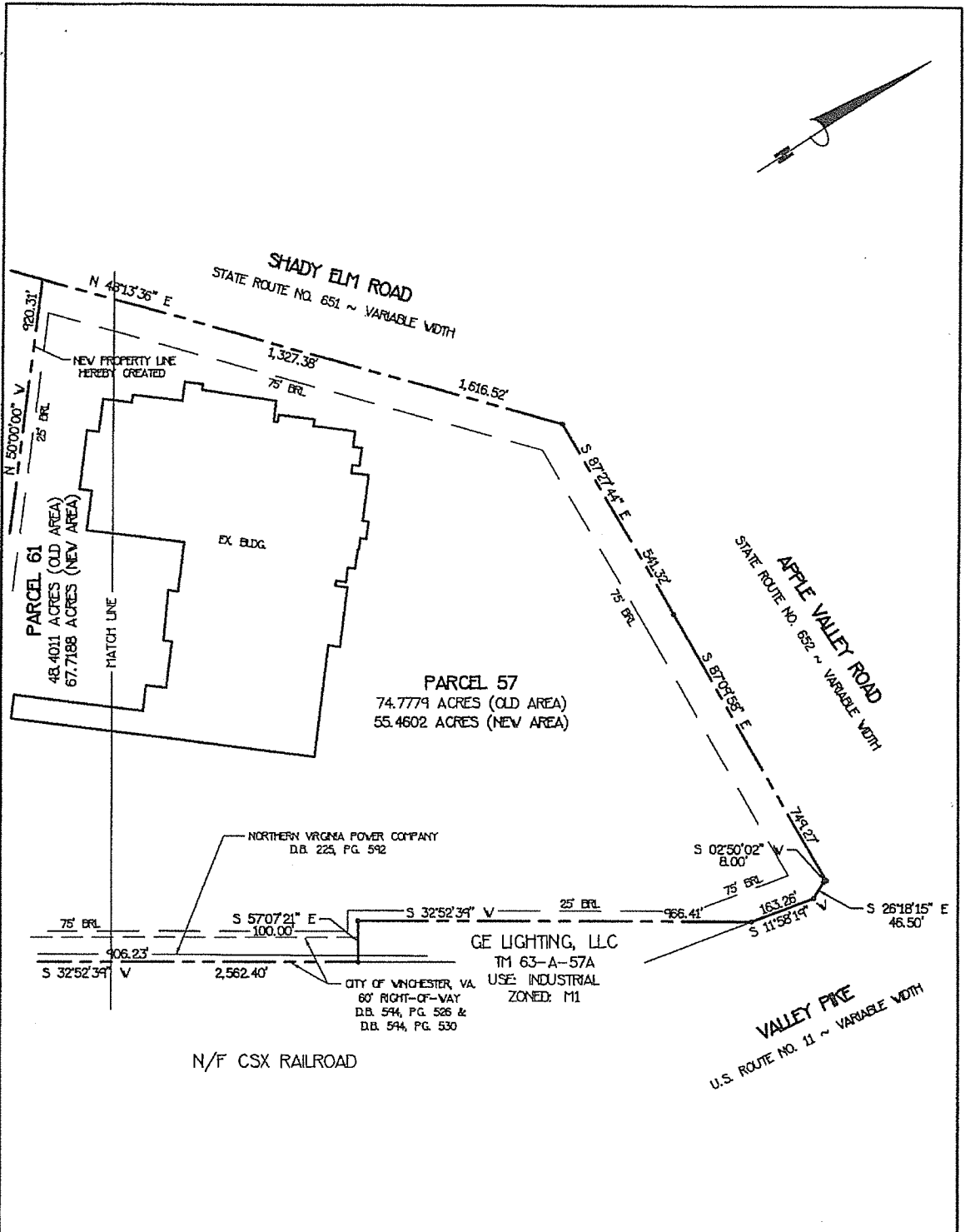
CURVE TABLE

NUMBER	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	1148.00	189.93'	09°28'45"	95.18	189.71	N 43°29'14" E



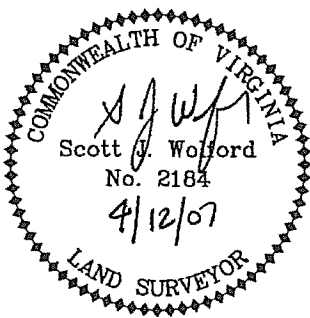
**FINAL PLAT FOR  
BOUNDARY LINE ADJUSTMENT**  
BETWEEN THE PROPERTY OF  
**GE LIGHTING, LLC**  
(TM 63-A-57)  
AND THE PROPERTY OF  
**WHITING ROAD, LLC**  
(TM 63-A-61)  
BACK CREEK ELECTION DISTRICT  
FREDERICK COUNTY, VIRGINIA  
SCALE: 1" = 300' DATE: APRIL 12, 2007  
**WOLFORD LAND SURVEYING**  
106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
(540) 542-1677 FAX (540) 542-1678





**FINAL PLAT FOR  
BOUNDARY LINE ADJUSTMENT**  
BETWEEN THE PROPERTY OF  
**GE LIGHTING, LLC**  
(TM 63-A-57)  
AND THE PROPERTY OF  
**WHITING ROAD, LLC**  
(TM 63-A-61)  
BACK CREEK ELECTION DISTRICT  
FREDERICK COUNTY, VIRGINIA  
SCALE: 1" = 300' DATE APRIL 12, 2007

**WOLFORD LAND SURVEYING**  
106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
(540) 542-1677 FAX (540) 542-1678





**EXHIBIT "A"**  
**Legal Description**

Commitment No: 731100161

**Parcel 1:**

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

**Parcel 2:**

All that certain piece or parcel or lot of land situate in Eamstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 60.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad, Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N, 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Print date: June 30, 2011 9:52:37 AM

Exhibit B

Definitions

## GE Winchester Lamp Plant

### Definitions

- (1) "Environmental Laws" means all applicable federal, state and local laws (including common law), statutes, codes, ordinances, by-laws, regulations, rules, directives, judgments, orders, judicial or administrative decrees, and covenants and similar restrictions, governing safety and health and protection of the environment, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended (CERCLA); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 et seq.(RCRA); the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. 300f through 300j; Virginia state equivalents of these federal statutes; and other Virginia state, local and municipal requirements governing safety and health and protection of the environment; and the VDEQ Rules.
- (2) "Handling" or "Handled" means bringing soils to the surface or moving or disturbing soils through grading, drilling, excavating, removing, trenching, backfilling, stockpiling, environmental boring, monitoring, sampling or other disturbance, including without limitation from installation of utilities or subsurface features, construction of above-grade or sub-surface structures or otherwise.
- (3) "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which otherwise is regulated by or under Environmental Laws as hazardous to human health or the environment including a contaminant under VDEQ Rules. Hazardous Substances also include: (A) any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to federal, Virginia state or Virginia local law, regulation, or ordinance; (B) asbestos; (C) polychlorinated biphenyls ("PCBs"); and, (D) petroleum and petroleum products.
- (4) "VDEQ Rules" means, as such may be amended from time to time the regulations and related guidance for the Virginia Voluntary Remediation Program ("VRP") set forth in Va. Code Ann. § 10.1-1232, 9 Virginia Administrative Code (VAC) 20-160-10 et seq., and including without limitation VDEQ's "Voluntary Remediation Program Risk Assessment Guidance" and the "Risk Assessment Guidance for Superfund (RAGS)" but only to the extent incorporated into the VDEQ Rules.



Exhibit C

Environmental Assessment Reports

### **Environmental Site Assessment Reports**

Green Associates, Inc. 1972. Final Soil and Foundation Report, Winchester, Virginia. September 1972.

Groundwater Technology. 1993. Second Addendum to Site Characterization Report, General Electric Company, Winchester Lamp Plant, U.S. Rt. 11 South, Winchester, Virginia.

AMEC. 2010. Phase I Environmental Site Assessment, GE Consumer & Industrial – GE Lighting Plant, Parcel 63-A-57, 125 Apple Valley Road, Winchester, Virginia. September 2010.

AMEC. 2011a. Phase II Environmental Site Assessment, GE Consumer & Industrial – GE Lighting Winchester Lamp Plant, 125 Apple Valley Road, Winchester, Virginia. July 2011.

AMEC. 2011b. Supplemental Investigation and Excavations, GE Consumer & Industrial – GE Lighting Winchester Lamp Plant, 125 Apple Valley Road, Winchester, Virginia. July 2011.

ARCADIS. 2012. Site Characterization Report, GE Lighting Winchester Lamp Plant, 125 Apple Valley Road, Winchester, Virginia. February 2012.

Exhibit D  
Easements

Deed to the Commonwealth of Virginia recorded December 7, 1935 in Deed Book 170, page 388.

Easement granted Northern Virginia Power Company by instrument recorded March 30, 1948 in Deed Book 204 Page 491.

Easement granted Northern Virginia Power Company by instrument recorded December 8, 1952 in Deed Book 225 Page 595.

Easement granted Northern Virginia Power Company by instrument recorded July 23, 1963 in Deed Book 291 Page 351.

Easement granted Northern Virginia Power Company by instrument recorded November 1, 1963 in Deed Book 294 Page 294.

Easement granted Chesapeake and Potomac Telephone Company of Virginia by instrument recorded December 16, 1970 in Deed Book 372 Page 105.

Terms, provisions and easements contained in Right of Way Agreement recorded April 17, 1973 in Deed Book 407 Page 194, as assigned to the City of Winchester, Virginia by instrument recorded May 29, 1985 in Deed Book 594, page 530.

Terms, provisions and easements contained in deed to General Electric Company recorded June 21, 1973 in Deed Book 411, page 612.

Easement granted The Potomac Edison Company of Virginia by instrument recorded September 30, 1973 in Deed Book 417 Page 575.

Easement granted The Potomac Edison Company of Virginia by instrument recorded July 9, 1974 in Deed Book 431 Page 723.

Easement granted the City of Winchester, Virginia by instrument recorded May 29, 1985 in Deed Book 594 Page 526.

Easement granted The Potomac Edison Company of Virginia by instrument recorded June 18, 1986 in Deed Book 619 Page 206.

Easement granted Shenandoah Gas Company by instrument recorded April 21, 1989 in Deed Book 711 Page 17.

ARCADIS

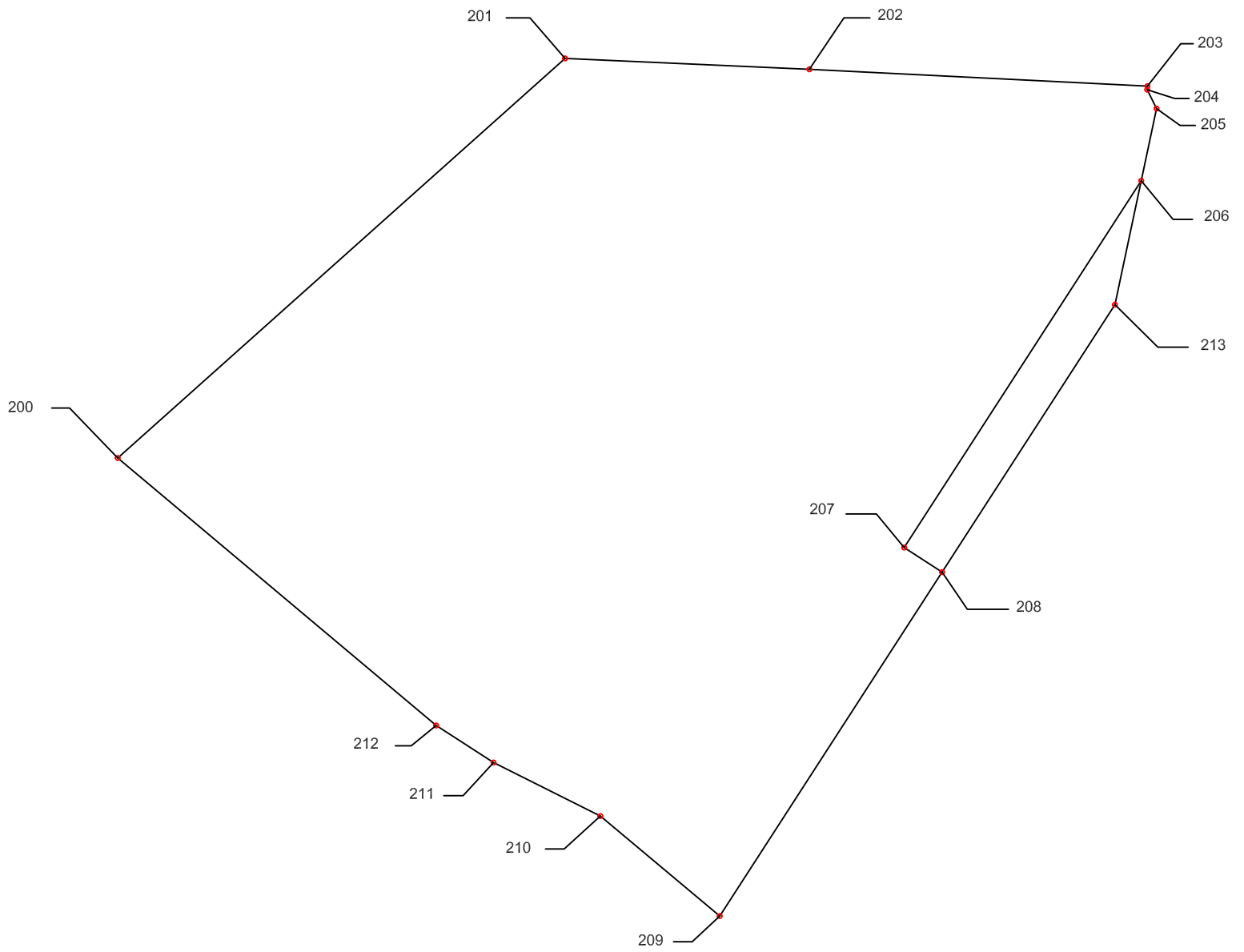
**Exhibit D**

Tract 63-A-57

200	39.1315247	-78.1997897	POB
201	39.1339430	-78.1962890	
202	39.1338719	-78.1943829	
203	39.1337629	-78.1917452	
204	39.1337409	-78.1917467	
205	39.1336263	-78.1916746	
206	39.1331881	-78.1917960	
207	39.1309649	-78.1936555	
208	39.1308151	-78.1933602	
209	39.1287303	-78.1951038	
210	39.1293402	-78.1960331	
211	39.1296673	-78.1968650	
212	39.1298937	-78.1973118	
200	39.1315247	-78.1997897	POB

Tract 63-A-57A

213	39.1324360	-78.1920044	POB
208	39.1308151	-78.1933602	
207	39.1309649	-78.1936555	
206	39.1331881	-78.1917960	
213	39.1324360	-78.1920044	POB







DHSIDE WALK  
786.71

PARCEL 57  
55,400 SQUARE AGRES

200  
CLMP

212  
CLMP

211  
CLMP

210  
CLMP

209  
CLMP

207  
CLMP

208  
CLMP

778.54  
1PT 1

201  
CLMP

202  
CLMP

203  
CLMP

204  
CLMP

205  
CLMP

206  
CLMP

758.54  
4

1PT 3/4

756.88  
6

1PT 3/4



ARCADIS

**Exhibit E**

# COMMITMENT FOR TITLE INSURANCE

Issued by **Chicago Title Insurance Company**

File No. 731100161



CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment


This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company

The Company will provide a sample of the policy form upon request

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A


Countersigned:

By:   
Authorized Officer or Agent



CHICAGO TITLE INSURANCE COMPANY

By:   
Raymond R. Quirk  
President

By:   
Michael L. Gravelle  
Secretary

## CONDITIONS

- 1 The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument
- 2 If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations
- 3 Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein
- 4 This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

Alta Commitment - 2006



COMMITMENT FOR TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

Commitment No.: 731100161 Revised: 05/30/2012 at 11:00 am

Customer Reference: 14110363/14110363

Prepared for:  
Nancy Fenton  
Chicago Title Insurance Company  
2 Gateway Center, Suite 1900  
Pittsburgh, PA 15222

1. Effective Date: May 14, 2012, at 8:00 am
2. Policy or Policies to be issued:

ALTA OWNERS POLICY (6/17/06)

Amount: TO BE DETERMINED

Proposed Insured: To be determined

ALTA LOAN POLICY (6/17/06)

Amount: TO BE DETERMINED

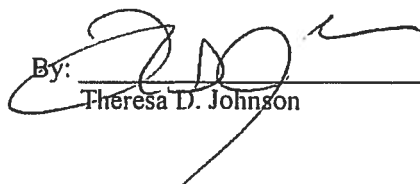
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to said estate or interest in said land is at the Effective Date vested in:  
GE Lighting, L.L.C.

5. The land referred to in this Commitment is described as follows:

**See Exhibit "A" Attached**

Countersigned:

By:   
Theresa D. Johnson

Inquiries Should Be Directed To:

Chicago Title Insurance Company  
5516 Falmouth Street, Suite 200  
Richmond, VA 23230  
Phone: 804-643-5404  
Fax: 804-521-5756  
Email: Theresa.Johnson@ctt.com

ALTA Commitment - Schedule A-06

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**EXHIBIT "A"**  
**Legal Description**

Commitment No: 731100161

**Parcel 1:**

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No 070010370 to which plat reference is hereby made for a more particular description of the property.

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BEGINNING from the intersection of the southerly line of State Route 652, 30,00 feet wide, with the westerly line of U.S. Route 11, 60,00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N, 32° 52' 39" E, 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

## SCHEDULE B - SECTION I

Commitment No. 731100161

The following are the requirements to be complied with:

1. **Instruments creating the estate or interest to be insured must be approved, executed and filed for record to wit:**
  - a. Deed from GE Lighting, L.L.C. vesting fee simple title in To be determined.
  
2. **Pay the full consideration to, or for the account of, the grantors and/or mortgagors.**
3. **Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.**
4. **Pay us the premium(s), fees and charges for the policy(ies).**
5. **Pay and release of record the following item(s):**
  - a. Satisfactory written statement that there are no loans currenty on the property.
  
6. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Company, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
  
7. **Limited Liability Company Requirement relating to GE Lighting LLC::**
  - a. The Company must be furnished with the following:
    - i. Articles of Organization, and any amendments thereto.
    - ii. Certificate of Organization and of Fact under the laws of the state of its organization.
    - iii. Written Operating Agreement, if any, and any amendments thereto.
    - iv. Copy of Resolution authorizing the transaction contemplated by this Commitment.
  
  - b. All members must join in the execution of any instruments required herein, or in lieu thereof, such instruments must be executed by the manager(s) designated and authorized by the Articles of Organization or Operating Agreement, if any, to act on behalf of the LLC.

Note: If any member or manager authorized to sign is a limited liability company, the Company must be provided with the following:

- a.
  - i. Articles of Organization, and any amendments thereto.

ALTA Commitment - Schedule BI-06

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Print date: May 30, 2012 5:21:56 PM

**SCHEDULE B - SECTION I  
(CONTINUED)**

Commitment No. 731100161

- ii. Certificate of Organization and of Fact under the laws of the state of its organization
- iii. Written Operating Agreement, if any, and any amendments thereto
- iv. Copy of Resolution authorizing the transaction contemplated by this Commitment.

- b. All members must join in the execution of any instruments required herein, or in lieu thereof, such instruments must be executed by the manager(s) designated and authorized by the Articles of Organization or Operating Agreement, if any, to act on behalf of the LLC.

Note: If any member or manager authorized to sign is a limited partnership, the Company must be provided with the following:

- a. Copy of the limited partnership agreement and any amendments thereto.
- b. Certificate of Limited Partnership and of Good Standing from the state in which it was formed.
- c. Copy of partnership resolution authorizing the transaction contemplated by this Commitment.

Note: If any member or manager authorized to sign is a corporation, the Company must be provided with the following:

- a. Certificate of Good Standing in its State of Incorporation and the Commonwealth of Virginia.
- b. Corporate Resolution authorizing the transaction contemplated in this commitment.
- c. Certificate of Incumbency.

- 8. Should the Company be requested to delete or modify General Exceptions 1, 4 and 5 of Schedule B, Section 2, the attached "Owner's Affidavit and Indemnity" must be completed, executed and returned to the Company.
- 9. Should the Company be requested to delete or modify General Exceptions 2 and 3 of Schedule B, Section 2, the Company must be furnished a current survey prepared in accordance with the current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
- 10. The exact nature and structure of the transaction to be insured must be disclosed to the Company. This Commitment is subject to such further exceptions and/or requirements the Company deems necessary following such disclosure.
- 11. Provide copies of all instruments to this transaction for review by the Company prior to closing. This Commitment is subject to such additional requirements and/or exceptions as may be deemed necessary by the Company upon review of said documents and upon full disclosure of the structure and all facts of this transaction.

ALTA Commitment - Schedule BI (Continued)

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Print date: May 30, 2012 5:21:56 PM

**SCHEDULE B - SECTION I  
(CONTINUED)**

Commitment No. 731100161

12. Note for Informational Purposes: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the proposed insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations, or the Conditions, as appropriate, of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

**(END OF SCHEDULE B - SECTION I)**

## SCHEDULE B - SECTION II

Commitment No. 731100161

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.**

**General Exceptions:**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements or claims of easements not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Tax or special assessments which are not shown as existing liens by the Public Records.

**Special Exceptions:**

1. Taxes subsequent to the second half of the year 2011, as to Parcel 1.
2. Taxes subsequent to the second half of the year 2011, as to Parcel 2.
3. Deed to the Commonwealth of Virginia recorded December 7, 1935 in Deed Book 170, page 388.
4. Easement granted Northern Virginia Power Company by instrument recorded March 30, 1948 in Deed Book 204 Page 491.
5. Easement granted Northern Virginia Power Company by instrument recorded December 8, 1952 in Deed Book 225 Page 595.
6. Easement granted Northern Virginia Power Company by instrument recorded July 23, 1963 in Deed Book 291 Page 351.
7. Easement granted Northern Virginia Power Company by instrument recorded November 1, 1963 in Deed Book 294 Page 294.
8. Easement granted Chesapeake and Potomac Telephone Company of Virginia by instrument recorded December 16, 1970 in Deed Book 372 Page 105.

ALTA Commitment - Schedule BI-06

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SCHEDULE B - SECTION II  
(CONTINUED)

Commitment No. 731100161

9. Terms, provisions and easements contained in Right of Way Agreement recorded April 17, 1973 in Deed Book 407 Page 194, as assigned to the City of Winchester, Virginia by instrument recorded May 29, 1985 in Deed Book 594, page 530.
10. Terms, provisions and easements contained in deed to General Electric Company recorded June 21, 1973 in Deed Book 411, page 612.
11. Easement granted The Potomac Edison Company of Virginia by instrument recorded September 30, 1973 in Deed Book 417 Page 575.
12. Easement granted The Potomac Edison Company of Virginia by instrument recorded July 9, 1974 in Deed Book 431 Page 723.
13. Easement granted the City of Winchester, Virginia by instrument recorded May 29, 1985 in Deed Book 594 Page 526.
14. Easement granted The Potomac Edison Company of Virginia by instrument recorded June 18, 1986 in Deed Book 619 Page 206.
15. Easement granted Shenandoah Gas Company by instrument recorded April 21, 1989 in Deed Book 711 Page 17.
16. Building restriction lines shown on Plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370.
17. Terms and provisions of Purchase Option recorded January 23, 2012 as Instrument No. 120000626.

(END OF SCHEDULE B - SECTION II)

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Print date: May 30, 2012 5:21:56 PM

Commitment No. 731100161

### TAX INFORMATION SHEET

This tax information is furnished for your information only and should be verified with the appropriate taxing authority. The Company assumes no liability whatsoever for errors or omissions as to these figures.

1. 2011 Assessment on 55.48AC in the name of GE Lighting LLC

Land	\$2,150,100.00
Improvements	\$10,257,400.00
Total	\$12,407,500.00
Yearly Tax	\$67,620.88

Tax Map No 63 A 57  
Acct no. 20036

Taxes are paid through second half of the year 2011

2. 2011 Assessment on 1.92 AC in the name of GE Lighting LLC

Land	\$219,100.00
Improvements	\$-0-
Total	\$219,100.00
Yearly Tax	\$1,194.10

Tax Map No 63 A 57A  
Acct no. 20034

Taxes are paid through second half of the year 2011

Real Estate Taxes are due as follows:

First half due on June 6, 2011  
Second half due on December 5, 2011

Print date: May 30, 2012 5:21:57 PM

170-388

EX. # 3

At  
witnessed  
14/35

\*\*\*\*\*  
#590 \*  
THE WINCHESTER AND \*  
STRASBURG RAILROAD CO., \*  
TO :: DEED \*  
COMMONWEALTH OF VIRGINIA \*  
\*\*\*\*\*

THIS DEED made this 31st day of July, 1935, between  
The Winchester and Strasburg Railroad Company, hereinafter called "Grantor", of the  
first part, and the Commonwealth of Virginia, hereinafter called "Grantee", of the  
second part, witnesseth:

That in consideration of the sum of twenty-one dollars  
and seventy-eight cents, (\$21.78), and the further consideration hereinafter mentioned,  
the Grantor hath remised, released and forever quit claimed and by these presents doth  
demise, release and forever quit claim unto the Grantee, for highway purposes only,  
all right, title and interest whatsoever of the Grantor both at law or in equity in or  
to the lands and premises situate at Winchester, in Frederick County, State of  
Virginia, and more particularly described as follows:

BEGINNING AT the point where the easterly side present  
highway intersects the dividing line between the lands of the Winchester and  
Wardensville Railroad Company and the lands of The Winchester and Strasburg Railroad  
Company; thence easterly along said dividing line by a curve to the left of radius  
779.50 feet, 7.00 feet to the easterly side of proposed State Route No. 11; thence  
southerly by a curve to the right of radius 2113.53 feet, 162.01 feet to a point in the  
line dividing the lands of The Winchester and Strasburg Railroad Company and the lands  
of Victor Products Corp., said curve having a long chord of S. 17°50' 51" W. 161.98 feet;  
thence along the dividing line between the lands of The Winchester and Strasburg  
Railroad Company and Victor Products Corp., N. 88°23' W. 3.00 feet to the easterly side  
of the present highway; thence along said easterly side of present highway N. 16° 24'  
E. 163.00 feet to the point of beginning, containing 0.019 acre more or less.

As a part of the consideration for this purchase the  
Grantee covenants and agrees that if it shall become necessary to remove that  
portion of the track belonging to the Grantor located upon the property hereby conveyed  
that the Grantee will, at its own expense, remove the same and place the material  
upon other property of the Grantor, all as directed by the Engineer of the Grantor.

The property hereby conveyed being for highway purposes  
only, the same shall revert to the Grantor upon the abandonment of the same for  
highway purposes and if requested by the Grantor the Grantee will execute and deliver  
proper deed to the Grantor.

IN TESTIMONY WHEREOF the Grantor has caused this deed  
to be executed by its vice President and its corporate seal to be attached, attested  
by its Secretary the day and year first above written.

(CORPORATE SEAL)  
ATTEST:  
U. F. MAY  
Secretary

The WINCHESTER AND STRASBURG RAILROAD  
COMPANY  
BY C. W. GALLOWAY, vice-President

170-389

STATE OF MARYLAND) SS.  
CITY OF BALTIMORE)

I, Anne Magdalene Lauer, a Notary Public in and for the State and City aforesaid, do certify that C. W. Galloway and G. F. May whose names are signed to the writing above bearing date the \_\_\_ day of July, 1935, have acknowledged the same before me in my State and City aforesaid.

Given under my hand and seal this 14th day of August 1935.

*Notary Seal*

ANNE MAGDALENE LAUER  
NOTARY PUBLIC.

My commission expires May 3, 1937.

VIRGINIA

FREDERICK COUNTY SCT:

This instrument of writing was produced to me on the 7th day of December 1935, and with certificate of acknowledgment thereto annexed was admitted to record.

B. W. Brannon, DEP. CLERK.

\*\*\*\*\*  
#591 \*  
ELISHA MILLERS HEIRS \*  
TO :: DEED \*  
R. E. PLACE \*  
\*\*\*\*\*

*E. D.*  
*12-7-35*  
*del to*  
*R. E. Pla*  
*7/17/35*

This Deed made this the 26th day of Feb. 1935, between Pheeba F. Catlett and Jefferson Catlett her husband Wesley Miller the Son of May J. Grover deceased John Puffinberger husband of Elizabeth Puffinburger dec'd., P. L. Holland and Mary B. Holland his wife, I. B. Omps John W. Bishop and Berdie M. Bishop his wife, All heirs of Elisha Millers deceased, parties of the first part and R. E. Place party of the second part.

Witness: that for and in consideration of the sum of thirty (\$20.00) dollars cash in hand paid the receipt of which is hereby acknowledged. The said parties of the first part doth grant bargain, sell and convey with general warranty of title unto the said party of the second part all their undivided interest in a certain tract or parcel of land situated in Gainesboro district about 20 miles north of Winchester Va., being the same land conveyed unto Elisha Miller by deed from Phoebe F. Holland, C. C. Grove and Mary J. Grove his wife, John Puffinberger and Elizabeth Puffinberger his wife, P. L. Holland and Mary B. Holland his wife, John W. Bishop and Berdie his wife, and I. B. Omps and duly recorded in the Clerks Office of Frederick Co., Va. Deed Book 121 Page 532 and bounded as follows, beginning at a white oak a corner in the line of the Zanesland thence with the line of the Zanesland thence; South with Virginia Catlett, (now Ruben Stewarts) line to a stone corner thence; West to the Timberridge Road; thence North with the said Road to the Zanesland thence with

204-491

Ex. # 4

Expd and  
delivered  
C. E. Babb  
Oct 13, 1948

\*\*\*\*\*  
#396  
F. A. SHRYOCK, ET UX  
TO :: :: :: RIGHT OF WAY  
NORTHERN VIRGINIA POWER COMPANY  
\*\*\*\*\*

RIGHT OF WAY AGREEMENT

FOR MARYLAND, PENNSYLVANIA AND VIRGINIA ONLY

I/we, the undersigned, in consideration of One Dollar (\$1.00), and other valuable consideration, hereby grant unto Northern Virginia Power Company, its successors and assigns, a right of way for the purpose of constructing, operating and maintaining an electric line, including all necessary poles, anchors, wires and fixtures, over and along the property which I/we own or in which I/we have any interest, situated in Shawnee District of Frederick County, State of Virginia, and acquired by me/us from \_\_\_\_\_; said pole line to be located on the F. A. Shryock Tremonti Orchard property, and covers a line running in a North-eastern direction from the Hockman land, on the North side of the Public Road, crossing the road near private drive at main house, and continuing across to next property. Also a branch line North-westward to buildings on said property. Also a stub pole and anchor guy to hold the Jenkins line, and to permit the attachment of wires of any company or persons; and to trim and keep trimmed any trees alongside of said line sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company will relocate poles when necessary to conform to future building operations of the undersigned; and will pay for all damages to fences, crops and livestock on said right of way, caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 19th day of Feb. in the year 1948.

WITNESS:

C. E. BABB  
C. E. BABB

F. A. SHRYOCK (SEAL)  
ELIZABETH H. SHRYOCK (SEAL)

State of Virginia  
County of Frederick, to-wit:

I hereby certify that on this 19th day of Feb. A. D., 1948, before me, a Notary Public in and for the State aforesaid, at large personally appeared, F. A. Shryock and Elizabeth H. Shryock, his wife, known to me to be the persons whose names are signed to the written instrument hereto annexed, bearing date the 19th day of Feb. 1948, and this day acknowledged before me in the said County that they executed the same for the purposes therein contained.

Given under my hand and seal this 19th day of Feb. 1948.

(SEAL)

C. E. BABB  
Notary Public

My commission expires March 14, 1951.

VIRGINIA  
FREDERICK COUNTY, (SCT.

This instrument of writing was produced to me on the  
30th day of March 1948 at 2:00 P. M. and with certificate of acknowledgment thereto  
annexed was admitted to record.

Lee M. Williams CLERK

*and  
sent to  
of 13, 1948*

\*\*\*\*\*  
#397 \*  
MAUDE V. HOCKMAN, ET ALS \*  
TO :: :: :: RIGHT OF WAY \*  
NORTHERN VIRGINIA POWER COMPANY \*  
\*\*\*\*\*

RIGHT OF WAY AGREEMENT  
FOR MARYLAND, PENNSYLVANIA AND VIRGINIA ONLY

I/we, the undersigned, in consideration of One Dollar  
(\$1.00), and other valuable consideration, hereby grant unto Northern Virginia Power  
Company, its successors and assigns, a right of way for the purpose of constructing,  
operating and maintaining an electric line, including all necessary poles, anchors, wires  
and fixtures, over and along the property which I/we own or in which I/we have any interest,  
situated in Shawnee District of Frederick, County, State of Virginia, and acquired by  
me/us from \_\_\_\_\_; said pole line to be located on the Hockman land, and runs North-  
easternlly on the North-west side of the public road, to the Shryock land, and also an  
anchor to hold the Wisecarver line, and also a branch line running North-westernly to the  
J. W. Jenkins land, and to permit the attachment of wires of any company or persons; and  
to trim and keep trimmed any trees alongside of said line sufficiently for the safe and  
proper operation and maintenance thereof; said sum being in full payment therefor.

The Company will relocate poles when necessary to conform  
to future building operations of the undersigned; and will pay for all damages to fences,  
crops and livestock on said right of way, caused by the operation, maintenance, rebuild-  
ing and removal of said line, if notice in writing is given within thirty days after such  
damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 23rd  
day of Feb. in the year 1948.

WITNESS:

C. E. BABB  
C. E. BABB  
C. E. BABB

MAUDE V. HOCKMAN (SEAL)  
ROBERT E. HOCKMAN (SEAL)  
KITTY B. HOCKMAN (SEAL)

225-595

#1567  
RAY ROBINSON, JR., ET UX  
TO :: :: DEED  
NORTHERN VIRGINIA POWER COMPANY

**EX. # 5**

*Ex. 5:  
1-1-  
Del to  
Branch  
1-28-5*

THIS DEED made and dated this 25th day of Nov., 1952, by and between Ray Robinson, Jr. and Elizabeth D. Robinson, his wife, parties of the first part and Northern Virginia Power Company, a corporation created by and existing under the laws of the State of Virginia, hereinafter sometimes referred to as the "Company", party of the second part.

WITNESSETH: That for and in consideration of One Dollar (\$1), cash in hand paid by the party of the second part to the parties of the first part, and other valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey unto the Northern Virginia Power Company, its successors or assigns, with general warranty of title, a perpetual easement or right of way, over, along and upon the following described property:

That certain parcel of land, lying and being situate at Kerntown, in Shawnee Magisterial District, Frederick County, Virginia, containing eighty-two (82) acres, more or less, being the same property which was conveyed to Ray Robinson, Jr. by deed of Ida Helen Robinson, bearing date April 10, 1951, of record in the office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 219, at page 589; and being a part of the property devised to Ida Helen Robinson under the will of Ray Robinson, which will was probated on the 22nd day of September, 1948, and is of record in the office of the Clerk of the Corporation Court for the City of Winchester, Virginia, in Will Book 19, at page 369.

Said easement or right of way is hereby granted for the purpose of, and is of sufficient width for erecting, constructing, reconstructing, maintaining, repairing and operating an electric transmission and distribution pole line, with telephone wires thereon, together with necessary equipment and appliances connected therewith, over, along and upon the property of the parties of the first part, hereinabove described, as indicated on the attached blue print (Company's Drawing No. 6349-510-A1, dated September 26, 1952), and the Company is given the right of ingress and egress to and from said easement or right of way for said purposes. The yellow line, beginning at Station 105+29, a point in the property line between the lands of the parties of the first part and the lands of the Winchester and Potomac Railroad Company (B. & O. R. R.), and extending in a direction south of west to Station 120+39.3, a point in the property line between the lands of the parties of the first part and the lands of F. A. Shryock, represents the course of the pole line on the right of way hereby acquired.

The right is given the Company to remove said pole line, equipment the appliances, at its discretion, and to cut and trim, and keep cut and trimmed, all trees or other growth that may interfere with the safety, proper operation and/or maintenance of said line. The blue print, showing in yellow the location of the course of said pole line, together with sufficient data to properly identify it, is hereby attached and made a part hereof.

The compensation heretofore set out in full satisfaction for

all damages that may be caused to the parties of the first part, their heirs or assigns, by reason of the erection, construction, lawful operation and maintenance of the said pole line, equipment and appliances; provided, however, that the Company will pay for all damages to fences, crops and livestock on said right of way caused by the operation, maintenance, rebuilding and removal of said line, appliances and equipment, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived; and, provided, further, that the parties of the first part shall have the right to cross, recross, pass over and upon, use, occupy and farm said easement or right of way continuously, with the understanding that such use shall not interfere with the use for which the easement or right of way is acquired, and, further, that the parties of the first part may erect and maintain, if they so desire, the necessary fences across said right of way, with the understanding that the Company shall have the right to open said fences for its proper purposes, closing the same after such purposes shall have been served.

Witness the following signatures and seals:

RAY ROBINSON, JR. (SEAL)  
ELIZABETH D. ROBINSON (SEAL)

State of Virginia,  
 County of Frederick, to-wit:

I, C. E. Babb, a Notary Public in and for the State of Virginia at large, hereby certify that Ray Robinson, Jr. and Elizabeth D. Robinson, his wife, whose names are signed to the foregoing and annexed writing, bearing date on the 25th day of Nov., 1952, have personally appeared before me and acknowledged the same in the County and State aforesaid.

My Commission as Notary Public expires March 14, 1955.  
 Given under my hand this 25th day of Nov., 1952.

(SEAL)

Sketch to Accompany Work Order  
 Northern Virginia Power Co.  
 (Construction Company)

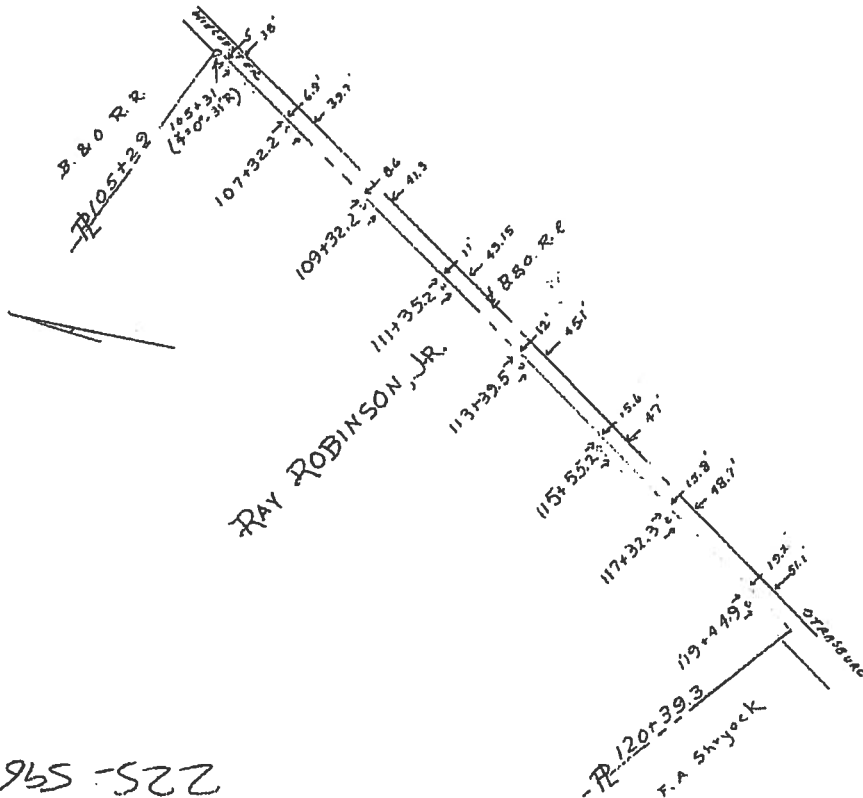
C. E. BABB  
 Notary Public.

Title Route over Ray Robinson, Jr.  
 Remarks Winchester-Stephens City Transmission Line  
 Scale 1" = 200'

Est.No.  
 Dwg. No. 6349-510-A1

Date 9/26/52 Drawn by WWT

Approved MJM







#1579  
RAY ROBINSON, JR., ET UX  
TO: : : RIGHT OF WAY AGREEMENT  
NORTHERN VIRGINIA POWER COMPANY  
\*\*\*\*\*

# EX.#6

*Sub.  
No. 6  
8-13*

BOOK 291 PAGE 351  
**RIGHT OF WAY AGREEMENT**

Form 191A

For Maryland, Pennsylvania and Virginia Only

I/we, the undersigned, in consideration of One Dollar (\$1.00), and other valuable consideration, hereby grant unto  
**NORTHERN VIRGINIA POWER COMPANY** Company, its successors and  
assigns, a right of way for the purpose of constructing, operating and maintaining an electric line, including all necessary poles, structure,  
wires and fixtures, over and along the property which I/we own or in which I/we have any interest situated in

Address: \_\_\_\_\_ Township of Frederick County,  
State of VIRGINIA District \_\_\_\_\_, and acquired by me/us from John Fisher Robinson

\_\_\_\_\_ together with right of ingress to and egress from said  
right of way at all times over the lands of grantors; said pole line to be located on the land of the Robinson, Jr.

and reasonable relocation of present poles line along the land owned  
boundary of Van Lente to the front of the Van Lente line as a matter of  
discretion for the adjacent property.

and to permit the attachment of wires of any Company or persons; and to trim and keep trimmed any trees alongside of said line suff-  
iciently for the safe and proper operation and maintenance thereof; said sum being in full payment thereof.

The Company will relocate poles when necessary to conform to future building operations of the undersigned; and will pay for all  
damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding and removal of said line. If notice in writing is  
given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seal this 13th day of June in the year 1963

WITNESS:  
William L. Keane \_\_\_\_\_ (SEAL)  
William L. Keane \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

State of Virginia  
County of Frederick to-wit:

I hereby certify that on this 13th day of June A. D. 1963 before me, a  
Notary Public in and for the State and County aforesaid, personally appeared

John Fisher Robinson, Jr. and Elizabeth B. Robinson, Sr.

known to me to be the person(s) whose name(s) are signed to the written instrument hereto annexed, bearing date the 13th  
day of June 1963 and this day acknowledged before me in my said County that they

received the same for the purposes therein contained  
Gave copy by hand and seal this 13th day of June 1963

My Commission Expires March 10, 1964 \_\_\_\_\_  
Notary Public

VIRGINIA FREDERICK COUNTY, SCT.  
This instrument of writing was produced to me on the 23rd day of July, 1963  
at 11:04 A.M., and with certificate of acknowledgment hereto annexed was admitted  
to record, George B. Whitmore Clerk

\*\*\*\*\*  
 #2389  
 RAY ROBINSON, JR., ET UX  
 TO: RIGHT OF WAY AGREEMENT  
 NORTHERN VIRGINIA POWER COMPANY  
 \*\*\*\*\*

**EX. # 7**

29-63  
 O.C. No. 408

BOOK 291 PAGE 291  
**RIGHT OF WAY AGREEMENT**

For Maryland, Pennsylvania and Virginia Only

Form 231A

I/we, the undersigned, in consideration of One Dollar (\$1.00), and other valuable consideration, hereby grant unto  
**NORTHERN VIRGINIA POWER COMPANY** Company, its successors and

assigns, a right of way for the purpose of constructing, operating and maintaining an electric line, including all necessary poles, anchors,  
 wires and fixtures, over and along the property which I/we own or in which I/we have any interest, situated in \_\_\_\_\_

Shannon Township of Frederick County,  
 State of VIRGINIA District \_\_\_\_\_ and acquired by me/us from John Helen Robinson

\_\_\_\_\_ together with right of ingress to and egress from said  
 right of way at all times over the lands of grantors; said pole line to be located over the land of Ray

Robinson, beginning at the property line boundary of grantors  
and 2 1/2 feet land and extends in a southeasterly path south-  
easterly direction, respectively, to a line, any future buildings  
and to the adjacent property as acquired.

and to permit the attachment of wires of any Company erections; and to trim and keep trimmed any trees alongside of said line suffi-  
 ciently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company will relocate poles when necessary in conform to future building operations of the undersigned; and will pay for all  
 damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is  
 given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived

Witness the following signatures and seals this 17th day of September in the year 1963.

WITNESS:  
Arthur L. Fenn \_\_\_\_\_ (SEAL)  
Arthur L. Fenn \_\_\_\_\_ (SEAL)  
Ray Robinson \_\_\_\_\_ (SEAL)  
Elizabeth D. Robinson \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

State of VIRGINIA  
 County of Frederick to-wit:

I hereby certify that on this 17th day of September A. D., 1963 before me, a

Notary Public in and for the State and County aforesaid, personally appeared  
Ray Robinson, Jr. and Elizabeth D. Robinson, his wife,

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the 17th  
 day of September, 1963, and this day acknowledged before me in the said County that they

received the same for the purposes therein contained.

Given under my hand and seal this 17th day of September, 1963.

Arthur L. Fenn Notary Public  
 My Commission Expires March 10, 1964

VIRGINIA FREDERICK COUNTY, SCT.  
 This instrument of writing was produced to me on the 10th day of November 1963  
 at 12:10 P.M., and with certificate of acknowledgment thereto annexed was admitted  
 to record. George W. Whitcase Deputy  
 Clerk



\*\*\*\*\*  
#2152  
GENERAL ELECTRIC COMPANY  
TO: ASSIGNMENT  
CITY OF WINCHESTER, VA.  
\*\*\*\*\*

**EX. #9**

BK594PG530

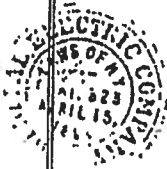
825-99999  
TMD/BS  
10/1/84

*#2152*

THIS ASSIGNMENT made and dated this 5<sup>th</sup> day of October, 1984, by and between GENERAL ELECTRIC COMPANY, a New York corporation, party of the first part, and the CITY OF WINCHESTER, VIRGINIA, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby remise, remit and quitclaim unto the party of the second part any and all of its rights, title and interest in and to that certain easement as set forth in a deed of easement between Vestal T. Swisher and Mary Lee Swisher, his wife, and General Electric Company, dated April 13, 1973 and recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Dead Book 407 at Page 194.

WITNESS the following signatures and seals:



(S E A L)

GENERAL ELECTRIC COMPANY

By *R. P. Burrows* (SEAL)  
General Manager  
Incandescent and Specialty  
Lamp Department

Attest:

*Arnold J. Nease*  
Notary Public  
Approved by State of Ohio

STATE OF OHIO

COUNTY OF CUYAHOGA, To-wit:

I, Sara Jan Gajowski, a Notary Public in and for the State and County aforesaid, do hereby certify that R. P. Burrows, whose name is signed to the foregoing assignment dated the 5th day of October, 1984, on behalf of General Electric Company as its General Manager-Incandescent and

BK594PG531

Specialty Lamp Department, with the seal of said corporation duly affixed and attested by its Attesting Secretary, has acknowledged the same to be the act and deed of said corporation before me in my State and County aforesaid.

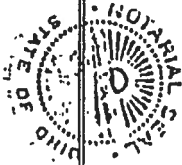
Given under my hand and notarial seal this 5th day of October, 1984.

My Commission expires December 1, 1988.

(S E A L)

Sara Sam Gajdoski  
Notary Public

SARA SAM GAJDOSKI  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
My Comm. Expires 12-31-88



VIRGINIA FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 29th day of May 1985 at 10:36 A.M. and with certificate of acknowledgment thereto emitted and admitted to record.

George B. Whitener

EX. # 10

\*\*\*\*\*  
#2376  
WINCHESTER AND STRASBURG  
RAILROAD COMPANY  
TO :: DEED  
GENERAL ELECTRIC COMPANY  
\*\*\*\*\*

RLH:faf 10/31/72

DELIVERED TO: *Blair & H. King*  
DATE *July 16, 1973*

BOOK 411 PAGE 612

THIS DEED, made December 5, 1972, by and between THE WINCHESTER AND STRASBURG RAILROAD COMPANY, a corporation of the Commonwealth of Virginia, hereinafter called Grantor, and GENERAL ELECTRIC COMPANY, a corporation of the State of New York, whose mailing address is 1 River Road, Schenectady, New York, 12305, hereinafter called Grantee, witnesseth:

That, for and in consideration of payment of the sum of ELEVEN THOUSAND DOLLARS (\$11,000.00) and other good and valuable considerations the receipt whereof is hereby acknowledged, Grantor does hereby give, grant and convey unto Grantee, Grantee's successors and assigns, all that certain piece, parcel or lot of land situate in Kernstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 80.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N. 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, as shown as Parcel C on survey plat prepared by Trico Associates, attached hereto and made a part hereof.

BEING all of the property conveyed by deed dated September 14, 1912 from Jacob Crisman, et ux, to The Winchester and Strasburg Railroad Company, recorded in the Frederick County, Virginia, Clerk's Office in Deed Book 134, page 260.

TOGETHER with the appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the premises aforesaid, with the privileges and appurtenances thereunto belonging, to Grantee, Grantee's successors and assigns forever; SUBJECT, however, to reservations, exceptions and restrictions of record, to zoning ordinances and to subdivision regulations and laws, if any,

BOOK 411 PAGE 613

to taxes and assessments both general and special which become due and payable after the date of this instrument and which Grantee assumes and agrees to pay, and to all existing ways and servitudes, howsoever created.

RESERVING, unto Grantor, Grantor's successors and assigns, an easement for the continued use, operation, maintenance, renewal or removal of Grantor's 36-inch concrete metal drain pipe located within the easterly portion of the land above described.

AND GRANTOR, as to the premises aforesaid, does hereby covenant that it, its successors or assigns, will forever warrant and defend the said premises and every part thereof unto Grantee, Grantee's successors or assigns, against the lawful claims and demands of Grantor and all persons claiming or to claim by, through, or under it, subject as aforesaid.

AND GRANTEE, on behalf of Grantee, Grantee's successors and assigns, by the acceptance hereof, hereby covenants and agrees with Grantor, Grantor's successors and assigns, that neither Grantor, nor its successors or assigns, shall be required to erect or maintain any fences along any boundary lines between the land described herein and the land of Grantor adjoining the same or any part thereof; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences; and Grantee, for Grantee, Grantee's successors and assigns assumes all liability and responsibility respecting fences or the absence thereof.

AND THIS DEED FURTHER WITNESSETH that Manufacturers Hanover Trust Company and D. B. Herterich, as Trustees under The Winchester and Strasburg Railroad Company's Improvement Mortgage to Robertson Griswold, dated March 1, 1932, as amended, modified and supplemented, have executed this deed for the sole purpose of releasing and do hereby release all their estate, right, title and interest, as such Trustees, in and to the property herein conveyed, or in



BOOK 411 PAGE 614

and to the estate, right, title and interest herein remised, released and quitclaimed; but this release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustees in any event.

IN TESTIMONY WHEREOF, THE WINCHESTER AND STRASBURG RAILROAD COMPANY and MANUFACTURERS HANOVER TRUST COMPANY (as one of the aforesaid Trustees), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed; and D. B. HERTERICH (as the other of the aforesaid Trustees) has hereunto set his hand and seal; each as of the day and year first above written.

RS

WITNESS:

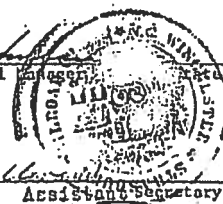
THE WINCHESTER AND STRASBURG RAILROAD COMPANY

Herbert R. Harms

By [Signature]  
General Manager

ATTEST:

[Signature]  
Assistant Secretary



WITNESS:

MANUFACTURERS HANOVER TRUST COMPANY  
as Trustee as aforesaid

[Signature]

By [Signature]  
Assistant Trust Officer

ATTEST:

[Signature]  
Assistant Trust Officer



WITNESS:

[Signature]

[Signature] (SEAL)  
D. B. HERTERICH, as Trustee as aforesaid.

BOOK 411 PAGE 615

STATE OF MARYLAND )  
 ) SS.  
CITY OF BALTIMORE)

I, RICHARD J. WILLIAMS, a Notary Public of said City, do certify that on DECEMBER 15, 1972, before me in said City personally came J. R. HICKMAN, to me known, and known to me to be the person whose name is subscribed to the above instrument dated DECEMBER 5, 1972, who, being by me first duly sworn, did depose, acknowledge and say that he resides at UNIVERSITY CNE, BALTIMORE, MD.; that he is the General Manager - Real Estate of The Winchester and Strasburg Railroad Company; one of the corporations described in and which executed said instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Directors of said corporation; that he signed his name thereto for said corporation by like order and that said instrument is the free act and deed of said corporation.

In witness whereof, I hereunto set my hand and official seal, the and year first above written.

My Commission expires on July 1, 1974.



Richard J. Williams  
Notary Public

STATE OF NEW YORK )  
 ) SS.  
CITY AND COUNTY OF NEW YORK)

I, J. Leslie Daniels, a Notary Public of said City and County, do certify that on January 4, 1973, before me in said City and County personally came D. H. [unclear], to me known, and known to me to be the person whose name is subscribed to the above instrument dated December 6, 1972, who, being by me first duly sworn, did depose, acknowledge and say that he resides at [unclear]; that he is a Vice President of Manufacturers Hanover Trust Company, one of the corporations described in and which executed said instrument; that said corporation is a Trustee under the mortgage of The Winchester and Strasburg Railroad Company dated March 1, 1932, as amended, modified and supplemented; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto for said corporation by like order; and that said instrument is the free act and deed of said corporation as such Trustee.

In witness whereof, I hereunto set my hand and official seal, the and year first above written.

My Commission expires on



J. Leslie Daniels  
Notary Public

RLH:faf 10/31/72

BOOK 411 PAGE 616

STATE OF NEW YORK )  
CITY AND COUNTY OF NEW YORK ) SS.

I, J. LESLIE DANIELS, a Notary Public of said City and County, do certify that on January 4, 1973, before me in said City and County personally came D. S. Herzerich, to me known, and known to me to be the person whose name, as Trustee under the mortgage of The Winchester and Strasburg Railroad Company dated March 1, 1932, as amended, modified and supplemented, is subscribed to the above instrument dated December 5, 1972, who, being by me first duly sworn, did depose, acknowledge and say that he resides at R.D. 1, Mendham, New Jersey; that he is a Trustee under the mortgage of The Winchester and Strasburg Railroad Company dated March 1, 1932, as amended, modified and supplemented; and that he executed said instrument as his free act and deed as such Trustee.

In witness whereof, I hereunto set my hand and official seal, the day and year first above written.

My Commission expires on

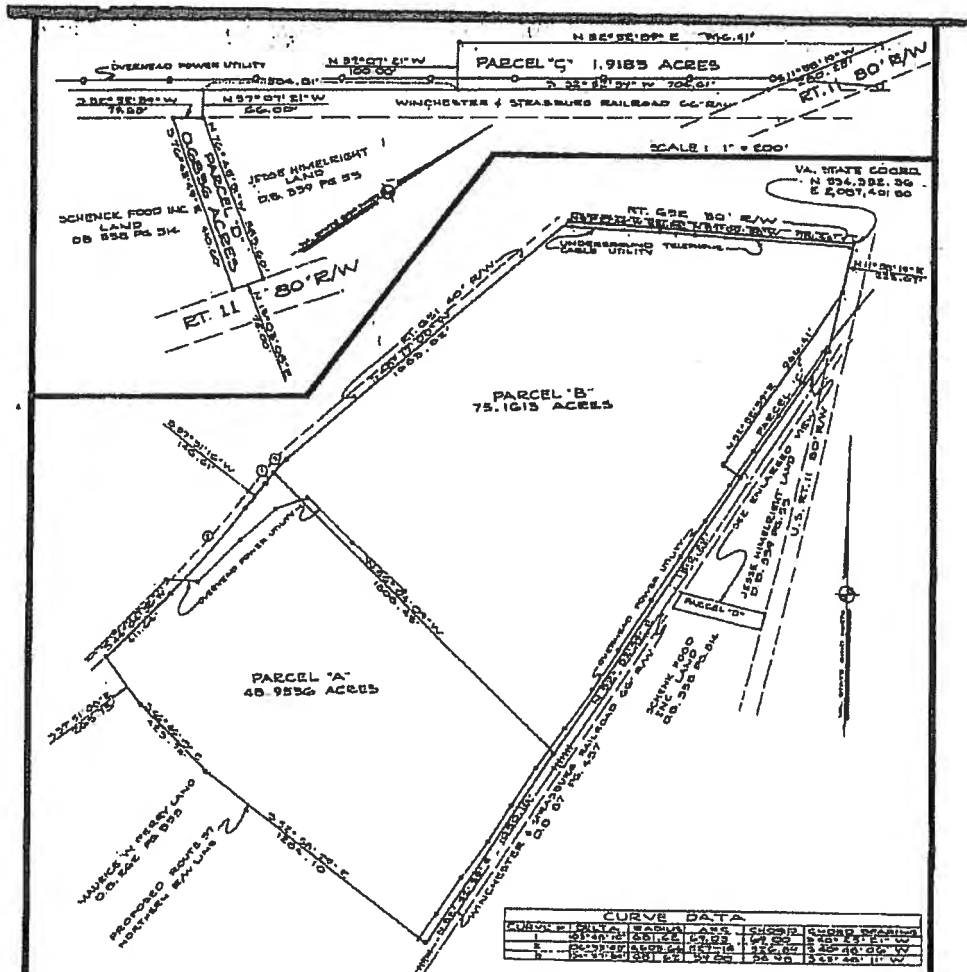


J. Leslie Daniels  
Notary Public

NOTARY PUBLIC  
STATE OF NEW YORK  
JANUARY 1, 1973  
TO  
DECEMBER 31, 1974

This instrument was prepared by:

ROBERT O. SMITH, JR.  
Attorney for Grantor  
2 North Charles Street  
Baltimore, Maryland 21201



CURVE DATA					
CURVE	CHORD	BEARING	CHORD	BEARING	CHORD
1	100.00	S 89° 54' 00" E	100.00	S 89° 54' 00" E	100.00
2	100.00	S 89° 54' 00" E	100.00	S 89° 54' 00" E	100.00
3	100.00	S 89° 54' 00" E	100.00	S 89° 54' 00" E	100.00

PLAT OF A SURVEY OF LAND LOCATED IN FREDERICK COUNTY, VIRGINIA AND CONTAINING THE FOLLOWING PARCELS:

PARCEL "A" - PORTION OF THE LAND CONVEYED TO MAURICE W PERRY BY DEED DATED MARCH 26 1960 AND RECORDED IN DEED BOOK 262 PAGE 395 .

PARCEL "B" - LAND CONVEYED TO RAY ROBINSON JR BY DEED DATED APRIL 10 1951 AND RECORDED IN DEED BOOK 219 PAGE 589 .

PARCEL "C" - LAND CONVEYED TO WINCHESTER AND STRASBURG RAILROAD COMPANY BY DEED DATED SEPTEMBER 14, 1912 AND RECORDED IN DEED BOOK 134 PAGE 240 .

PARCEL "D" - LAND CONVEYED TO RAY ROBINSON JR BY DEED DATED JAN. 9 1963 AND RECORDED IN DEED BOOK 285 PAGE 179 .



<b>BOUNDARY SURVEY</b>		<b>TRICO ASSOCIATES INC.</b> ENGINEERS • PLANNERS • SURVEYORS	
CERTIFIED COPY EX. 11.1	SCALE: 1" = 200'	DATE: 8-9-72	417 WEST BROAD ST FALLS CHURCH, VA. 582-4048 22046
		110 BERRYVILLE AVE WINCHESTER, VA. 662-1534 22601	

VIRGINIA FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 21 day of July, 1972, at 10:40 AM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec. 58-34.1 of \$ 11.00, and 58-54 have been paid, if assessable.

*George D. Whitacre* Clerk.

EX.#11

\*\*\*\*\*  
#3909  
GENERAL ELECTRIC COMPANY  
TO : : RIGHT OF WAY  
POTOMAC EDISON CO. OF VA.  
\*\*\*\*\*

BOOK 417 PAGE 575

7326 2204

73-2002

Form 20-713  
Rev. 7/1/66

RIGHT OF WAY AGREEMENT

FOR MARYLAND, PENNSYLVANIA AND VIRGINIA ONLY

#3909

KNOW ALL MEN BY THESE PRESENTS; That for and in consideration of  
- T E N -

Dollars (\$ 10.00 ) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged,  
we General Electric Company,  
a New York Corporation

hereinafter called the Grantors, do hereby grant unto The Potomac Edison Company of Virginia, a corporation, hereinafter called the Company, with general warranty, an easement or right of way over, along and upon a certain tract of real estate situated in Back Creek Magisterial District of Frederick County, State of Virginia the said tract being the same real estate that was conveyed to the said General Electric Company by (1) Winch.-Fred. Co. Ind. Dev. Corp. by deed dated the 18th day of October, 1972, of record in deed book No. 398, Page 32 and (2) Winchester & Strasburg Railroad Co., Inc. by deed of 12/5/72; Deed Book 411, Page 612 by (3) Ray Robinson, Jr. by deed dated the 16th day of October, 1972, of record in deed book No. 398, Page 37 of the land records of Frederick County, State of Virginia, together with the right of ingress to and egress from said right of way at all times over the lands of Grantors, the center line of which right of way begins at Station No. (See Plat) and extends to Station No. 17009 A1L on the survey line of the Company, as shown on the Company's Drawing No. 17009 A1L and is more particularly described as follows:

This Agreement covers two (2) separate and parallel pole lines extending in a north-westerly direction from H. T. Section "TH" and designated as TAP LINES #1 and #2 as indicated on the attached plat including all required anchor guys on the existing pole line and the proposed pole lines. Each of the two (2) respective pole lines shall use and occupy a fifty foot strip, or 25 feet on each side of the respective center lines. Future extensions from said pole lines may be constructed to serve any future building operations of grantors as required.

This Agreement also covers an area 125 feet by 110 feet to be used for a sub-station by both the grantor and The Potomac Edison Company of Virginia, all as indicated on the attached plat.

The said right of way is for the purpose of and in of sufficient width for erecting, constructing, reconstructing, maintaining, repairing and operating an electric transmission and distribution pole line, with telephone wires thereon, together with the necessary equipment and appliances, and the right is given the company to remove the same at its discretion, to clear and keep clear said right of way, and to cut and trim, and keep cut and trimmed, all trees that may interfere with the safety, proper operation and/or maintenance of said line. A map or plat, showing the center line of the right of way, together with sufficient data to properly identify it, is hereto attached and made part hereof.

The compensation heretofore set out is in full satisfaction for all damages that may be caused to the grantors, their heirs or assigns, by reason of the erection, construction, lawful operation and maintenance of the said pole lines provided, however, that the company will pay for all damages to fences, crops and live stock on said right of way, caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived; and, provided, further, that the grantors shall have the right to cross, recross, pass over and upon and from said easement or right of way continuously, with the understanding that such use shall not interfere with the use for which the right of way is acquired, and, further, that the grantors may erect and maintain, if they so desire, the necessary fences across said right of way, with the understanding that the company shall have the right to open said fences for proper purposes, but keep the same closed when not necessary for its proper purposes.

WITNESS the following signatures and seals, this 28th day of August, 1973, in the year 1973

WITNESS:  
GENERAL ELECTRIC COMPANY (SEAL)  
By: [Signature] (SEAL)  
MGR. - REAL ESTATE & CONSTRUCTION DEPARTMENT (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)

#3909

RIGHT OF WAY

Name	
Line	
Company	
District	
State	
Date	

COUNTY LAND RECORDS

BOOK 417 PAGE 576

State of NEW YORK  
 County of Schenectady to-wit:  
 I hereby certify that on this 28th day of August A. D. 1927 before me,  
 Notary Public in and for the State and County aforesaid, personally appeared E. S. WEAVER,  
MANAGER - Real Estate & Construction Operation and  
LEMCIA WEAVER, JR., ASSISTING SECRETARY OF GENERAL  
ELECTRIC COMPANY  
 known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the  
 day of August 1927, and this day acknowledged before me in my  
 executed the same for the purposes therein contained.  
 Given under my hand and seal this 28th day of August



My Commission Expires  
KENNETH R. PICOTTE  
 Notary Public, State of New York  
 Qualified in Schenectady County  
 My Commission Expires March 20, 1928

State of \_\_\_\_\_  
 County of \_\_\_\_\_ to-wit:  
 I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_ before me, a  
 Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, and this day acknowledged before me in my said County that he  
 executed the same for the purposes therein contained.  
 Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My Commission Expires \_\_\_\_\_ Notary Public

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My Commission Expires \_\_\_\_\_ Notary Public



\*\*\*\*\*  
 #2332 \*  
 GENERAL ELECTRIC COMPANY \*  
 TO: :: :: RIGHT OF WAY \*  
 THE POTOMAC EDISON COMPANY \*  
 \*\*\*\*\*

Mailed to -  
 7/22/74  
 Potomac Edison Co - 125  
 P.O. Box 970  
 Winc. VA

EX. # 12

# 2334  
 Form 20-715  
 Rev. 4-1-66

BOOK 431 PAGE 723  
 RIGHT OF WAY AGREEMENT  
 FOR MARYLAND, PENNSYLVANIA AND VIRGINIA ONLY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of  
 -- T E N --

(Dollars \$ 10,00 ) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged,  
 we General Electric Company, a New York Corporation

hereinafter called the Grantors, hereby grant unto The Potomac Edison Company a corporation, hereinafter called the  
 Company, with general warranty, an easement or right of way over, along and upon a certain tract of real estate situated in  
Back Creek Magisterial District of

Frederick County, State of Virginia the said tract being the same real estate  
General Electric Company by  
 they were granted to the said General Electric Company by  
 (1) Winchester - Fred. Co. Industrial Dev. Corp., 1/18/72 - Deed Book 358, page 52 &  
 by (2) Ray Robinson and wife by deed dated the 16th  
 day of October 19 72 of record in deed book No. 398 Page 37 of the land records  
 of Frederick County, State of Virginia, together with the right of ingress to and  
 egress from said right of way at all times over the lands of Grantors, the center line of which right of way begins at Station  
 No. 129 + 40 and extends to Station No. 130 + 84 on the survey line of the Company, as  
 shown on the Company's Drawing No. 17235-A1-FL and is more particularly described as follows:

This Agreement covers the reversing of the existing 34.5 KV line designated E. T. Bent  
"IN" near the East property line boundary of grantors land and the Baltimore and Ohio  
Railroad land to conform with the State Road Project for construction of Route 27. Said  
distance from Station 129 + 40 to Station 130 + 84 shall include a strip of land 30 feet  
wide for underground circuits for 34.5 KV and 12 KV lines extending in a southeasterly  
direction as designated on the attached plat. Cutting and trimming rights shall include  
all trees and brush within 15 feet of each side of the center line of said easement.  
 This Agreement is a supplement to previous Right of Way Agreements found in Deed Book  
 225, at Pages 595 and 592.

The said right of way is for the purpose of and is of sufficient width for erecting, constructing, reconstructing, maintaining,  
 repairing and operating an electric transmission and distribution pole line, with telephone wires thereon, together with  
 the necessary equipment and appliances, and the right is given the company to remove the same at its discretion, to clear  
 and keep clear said right of way, and to cut and trim, and keep cut and trimmed, all trees that may interfere with the safety,  
 proper operation and/or maintenance of said line. A map or plat, showing the center line of the right of way, together with  
 sufficient data to properly identify it, is hereto attached and made part hereof.

The compensation heretofore set out is in full satisfaction for all damages that may be caused to the grantors, their  
 heirs or assigns, by reason of the erection, construction, lawful operation and maintenance of the said pole line provided,  
 however, that the company will pay for all damages to fences, crops and live stock on said right of way, caused by the  
 operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such  
 damages are suffered, unless it is understood that such damages are waived; and, provided, further that the grantor  
 shall have the right to cross, recess, pass over and upon and thru said easement or right of way continuously, with the  
 understanding that such use shall not interfere with the use for which the right of way is acquired, and, further, that the  
 grantors may erect and maintain, if they so desire, the necessary fences across said right of way, with the understanding  
 that the company shall have the right to upon said fences for proper purposes, but keep the same closed when not necessary  
 for its proper purposes.

WITNESS the following signatures and seals, this 10 day of June in the year 1974

WITNESS:  
GENERAL ELECTRIC COMPANY (SEAL)  
E. S. Weaver (SEAL)  
 By: E. S. Weaver, Manager (SEAL)  
Real Estate & Construction Operation (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

Approved as to Form  
 Title and Execution  
 7/2/74  
 J. Robinson  
 Attorney



# 2314

RIGHT OF WAY

Name \_\_\_\_\_  
 Line \_\_\_\_\_  
 Company \_\_\_\_\_  
 District \_\_\_\_\_  
 State \_\_\_\_\_ County \_\_\_\_\_  
 Date \_\_\_\_\_

COUNTY LAND RECORDS

VIRGINIA  
FREDERICK COUNTY, (ACT.)

This instrument of writing was  
 produced to me on the 9th day  
 of June 1974 at 10:00 A.M.  
 and with certificate of acknowledgment  
 thereto annexed was admitted to record

*George B. Weaver* CLERK

RECORD BOOK 431 PAGE

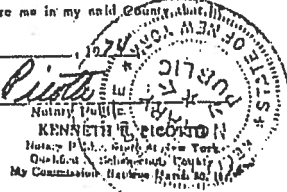
BOOK 431 PAGE 724

State of New York  
 County of Schenectady to-wit:  
 I hereby certify that on this 20th day of JUNE A. D. 1974 before me, a  
 Notary Public in and for the State and County aforesaid, personally appeared: E. S. Weaver, Manager-  
Real Estate and Construction Operation of General Electric Company

Known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the 20th  
 day of JUNE 1974, and this day acknowledged before me in my said County that he  
 executed the same for the purposes therein contained.  
 Given under my hand and seal this 24th day of JUNE 1974

My Commission Expires  
MARCH 30 1975

*Kenneth B. Picot*



State of \_\_\_\_\_  
 County of \_\_\_\_\_ to-wit:  
 I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ before me, a  
 Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_

Known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the \_\_\_\_\_  
 day of \_\_\_\_\_ 19\_\_\_\_, and this day acknowledged before me in my said County that he  
 executed the same for the purposes therein contained.  
 Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My Commission Expires

Notary Public



\*\*\*\*\*  
#2151  
GENERAL ELECTRIC COMPANY  
TO: DEED OF EASEMENT  
CITY OF WINCHESTER, VA.  
\*\*\*\*\*

**EX-  
#13**

BK594PG526

825-99999  
TMD/ss  
2/4/85

#2151

THIS DEED OF EASEMENT made and dated this 28<sup>th</sup> day of February, 1985, by and between GENERAL ELECTRIC COMPANY, a New York corporation, party of the first part, hereinafter called the Grantor, and the CITY OF WINCHESTER, VIRGINIA, party of the second part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey with special warranty of title unto the Grantee an easement for the construction of water and sewer mains across those certain lots or parcels of land, situate on the west side of U. S. Route 11, just south of Kernstown, in Back Creek (formerly Shawnee) Magisterial District, Frederick County, Virginia, and being the same land conveyed to the Grantor by (a) deed dated October 16, 1972, from Ray Robinson, Jr., et ux, of record in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, in Deed Book 398 at Page 37; (b) deed dated October 18, 1972, from Winchester-Frederick County Industrial Development Corporation, of record in the aforesaid Clerk's Office in Deed Book 398 at Page 32; and (c) deed dated December 5, 1972, from The Winchester and Strasburg Railroad Company, of record in the aforesaid Clerk's Office in Deed Book 411 at Page 612. The easement conveyed hereby is sixty (60) feet in width with the center line of said right of way being a line parallel with and thirty (30) feet west of the portions of the eastern boundary lines of those parcels designated as A, B and C on that certain plat attached hereto and by reference made a part hereof, which are contiguous to the B & O Railroad right of way.

Said right of way is granted for the purpose of enabling the Grantee to install, lay and maintain the water and

BK594PG527

sewer mains underground as hereinbefore described. The Grantor and its successors in title to the land over which said easement or right of way is granted shall have the right at all times to cross over and upon said right of way and to use said easement or right of way, provided such use does not interfere with the construction, laying and maintenance of said water and sewer mains. The Grantee, its officers, agents, servants and employees shall have the right to go on, over and upon said right of way for the purpose of laying the water and sewer mains underground and for the purpose of repairing said water and sewer mains, and no use of said right of way by the Grantor shall interfere with the use and enjoyment of said right of way by the Grantee.

The Grantor covenants only that it has done no act to encumber said realty.

WITNESS the following signatures and seals:

GENERAL ELECTRIC COMPANY

(S E A L)

By S. C. [Signature] (SEAL)  
General Manager, ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
Manufacturing Department  
Lamp Products Division



Attest:

[Signature]

CITY OF WINCHESTER, VIRGINIA

(S E A L)

By [Signature] (SEAL)  
City Manager

Attest:

[Signature]  
CLERK OF THE COMMON COUNCIL

BK594PG528

STATE OF OHIO

COUNTY OF CUYAHOGA, To-wit:

I, Sara Jan Gajowski, a Notary Public in and for the State and County aforesaid, do hereby certify that D. R. McKenna, whose name is signed to the foregoing deed of easement dated the 28th day of February, 1985, on behalf of General Electric Company as its General Manager, Manufacturing Department with the seal of said corporation duly affixed and attested by its Attesting Secretary, Bruce E. Hunter has acknowledged the same to be the act and deed of said corporation before me in my State and County aforesaid.

Given under my hand and notarial seal this 28th day of February, 1985.

My Commission expires 12/1/88.



(S E A L)

Sara Jan Gajowski, Notary Public, Sara Jan Gajowski, Notary Public, State of Ohio, Recorded in Cuyahoga County, My Commission Expires 12-01-88.

STATE OF VIRGINIA

CITY OF WINCHESTER, To-wit:

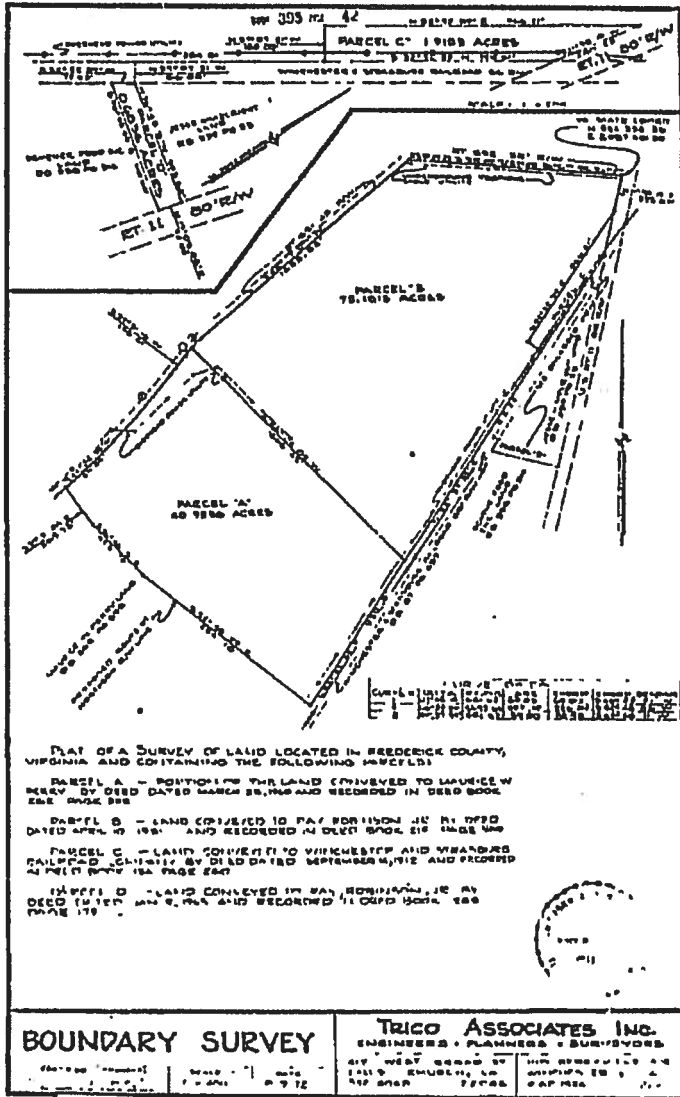
I, Jennie L. Shipp, a Notary Public in and for the State and City aforesaid, do hereby certify that Wendell L. Seldon, whose name is signed to the foregoing deed of easement dated the 28th day of February, 1985, on behalf of the City of Winchester, Virginia, as its City Manager, with the seal of said city duly affixed and attested by its Clerk of the Common Council, has acknowledged the same to be the act and deed of said city before me in my State and City aforesaid.

Given under my hand this 16th day of April, 1985.

My Commission expires February 12, 1988.

Jennie L. Shipp, Notary Public

BK594PG529



PLAT OF A SURVEY OF LAND LOCATED IN FREDERICK COUNTY, VIRGINIA AND CONTAINING THE FOLLOWING PARCELS:

PARCEL A - PORTION OF THE LAND CONVEYED TO LAWRENCE W. HENRY BY DEED DATED MARCH 20, 1984 AND RECORDED IN DEED BOOK 248 PAGE 388

PARCEL B - LAND CONVEYED TO PAUL ROBINSON JR BY DEED DATED APRIL 10, 1984 AND RECORDED IN DEED BOOK 218 PAGE 108

PARCEL C - LAND CONVEYED TO WINDMILLER AND WINDMILLER PARTNERSHIP BY DEED DATED SEPTEMBER 14, 1978 AND RECORDED IN DEED BOOK 154 PAGE 240

PARCEL D - LAND CONVEYED TO PAUL ROBINSON JR BY DEED DATED MARCH 2, 1984 AND RECORDED IN DEED BOOK 248 PAGE 179

VIRGINIA FREDERICK COUNTY, SCT

This instrument of writing was produced to me on the 18th day of October, 1985, at 2:30 PM and with certificate of acknowledgment thereto annexed was admitted to record. Tax imposed by Sec 56-24 1 of S. 1971, 811, and 56-54 have been paid, if any.

George B. Whitacre Clerk

VIRGINIA FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on the 29th day of July, 1985 at 10:34 AM, and with certificate of acknowledgment thereto annexed and admitted to record.

George B. Whitacre Clerk

#3185

**EX-  
# 14****#  
3185**EASEMENT

BK619PG206

GENERAL ELECTRIC COMPANY, hereinafter called "the Grantor", for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by THE POTOMAC EDISON COMPANY, the receipt whereof is hereby acknowledged, does hereby grant to said The Potomac Edison Company, its successors and assigns, the right to construct, operate, inspect, maintain and reconstruct an electric line, including all necessary poles, anchors, wires, trenches, conduit, cable and other facilities necessary or convenient in connection with the transmission of electricity from time to time in, over, under and across the following described property situated in Back Creek District, Frederick County, Virginia, to wit:

- (1) Beginning at a point along Grantor's western boundary line with Virginia Department of Highway's right-of-way for Virginia Route 651, extending in a southeasterly direction approximately two (2) feet to pole number N-68351.
  
- (2) Along Grantor's northeast corner with Virginia Department of Highway's right-of-way for Virginia Route 652 and U.S. Route 11, consisting of an anchor guy off pole number N-55205, extending into Grantor's property approximately twenty (20) feet.

- 2 -

BK619PG207

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

And the Grantor does hereby further grant to said Company, its successors and assigns, all the rights and privileges necessary or convenient for the full enjoyment or use of said property for the purposes above described, including the right of ingress and egress to and from said property and the right to cut, remove, or otherwise kill, and keep clear by any means, all trees and undergrowth and all other obstructions under, on or above said property and the right to cut such timber outside of said property which in falling would come within five feet of any conductor on said property.

The grant of this easement is subject to all matters of record as may be in force and affect this property, and to any state of facts that an inspection of the property or an accurate survey might disclose.

This easement is granted subject to the following rights which are reserved by the Grantor, its successors and assigns, to wit: (a) the right to pave the surface of said property and to use same for parking, roadway, and any other purposes which will not unduly interfere with the rights herein granted



- 3 -

BK619PG208

to the said Company, and (b) the right to require the said Company to relocate its facilities should the same become necessary for any reason, the cost of such relocation, however, to be borne by the Grantor. In the event of any such relocation, the Grantor shall cause to be conveyed to the Company an easement of equal width to that herein granted, subject to the terms hereof.

And the said Company, by acceptance of this grant, covenants and agrees as follows:

1. That all of its facilities shall be located within said ten (10) foot wide strip of land.
2. That it shall construct and maintain all of its facilities at all times in good order and condition so as not to endanger life or property, and shall indemnify and save the Grantor harmless against and from any and all liability of any nature whatsoever for injury to person (including death) or damage to or loss of or loss of use of property caused by any act or omission of Grantee, its employees, agents, or contractors, and against and from any and all damage, loss, cost or expense (including attorneys' fees) by reason of any claim therefor.

- 4 -

BX 6196209

3. That it will relocate its facilities as aforesaid upon request of the Grantor so long as the Grantor pays the cost of such relocation.

4. That in the event that the said Company shall fail to use this easement for the purpose of transmitting electricity thereover for a continuous period of one year, this easement shall be deemed abandoned and all rights herein granted to the said Company shall cease and the said Company shall remove all of its materials therefrom, failing which same shall become the property of the Grantor.

This easement and the terms and conditions thereof shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF General Electric Company has caused this easement to be executed in its name and on its behalf by Donald R. McKenna, its <sup>General Manager -</sup> Lamp Products Manufacturing, and its <sup>Dept.</sup> corporate seal to be hereunto affixed and duly attested by Annetta E. Knox, its Attesting Secretary, thereunto

- 5 -  
BK 619 PG 210

duly authorized by resolution of its Board of Directors, all  
as of the 6th day of May, 1986.

GENERAL ELECTRIC COMPANY

By Donald R. McKenna  
Its General Manager - LPHD



Attest:

Annette E. Kwon

STATE OF OHIO }  
COUNTY OF CUYAHOGA } SS:

I, the undersigned, a Notary Public in and for the County  
and State aforesaid, do certify that \_\_\_\_\_  
and \_\_\_\_\_, Donald R. McKenna and Attesting  
Secretary, respectively, of General Electric Company, whose  
names as such are signed to the writing above, bearing date on  
the 6th day of May, 1986, have acknowledged the same  
before me in my County aforesaid.

Give under my hand and notarial seal this 6th day  
of May, 1986.

My commission expires December 1, 1988.

Sara Jan Gajowski  
Notary Public

SARA JAN GAJOWSKI  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
by Power Expired 12-31-88



WITNESSETH THAT THE FOREGOING WAS PREPARED TO ME ON THE

at 10179th St. and on the 6th day of June 1986  
in presence of \_\_\_\_\_ and the contents of which I have read and explained to the said \_\_\_\_\_

Sara Jan Gajowski

EX-  
# 15

BK 711PG017

EASEMENT

THIS EASEMENT made and entered into this 17<sup>th</sup> day of April, 1959,  
by and between GENERAL ELECTRIC COMPANY, a New York corporation having an  
office and place of business at GE Lighting, Winchester Lamp Plant, Route 3,  
Box 310, Winchester, Virginia 22601 (hereinafter called "Owner") and SHENANDOAH  
GAS COMPANY, a Virginia corporation having an office and place of business  
at P.O. Box 2402, Winchester, Va 22601-1402 hereinafter called the  
"Company").

*The Perpetual Easement file  
Buld Bk 721P. 695*

WITNESSETH: That for and in consideration of the sum of One Dollar  
(\$1.00) cash in hand paid, and other good and valuable considerations, the  
receipt of which is hereby acknowledged, the Owner does hereby grant and convey  
to the Company, a perpetual non-exclusive easement and right of way  
("Easement") twenty to twenty-five (20 to 25) feet in width, for the purposes  
("purposes") of laying, constructing, maintaining, operating, removing,  
replacing, altering, extending, repairing, and increasing or decreasing in size  
a gas pipeline or pipelines, service pipes, valves, and accessory equipment  
("Equipment") including an above and below ground metering, odorization and  
regulating station within an eight (8) foot high chain link fence in, through  
and across its property described and recorded by deed dated December 5, 1972,  
from The Winchester and Strasburg Railroad Company, to Owner, and recorded in  
Deed Book 411, Page 612 of the land records of Frederick County, Virginia (the  
"property"), the Easement being more particularly described on Drawing No.  
1097, attached hereto and made a part hereof.

The Easement is subject to the following conditions:

BK 711 PG 18

1. The Equipment shall be and remain the property and responsibility of the Company. All costs and expenses involved in the exercise of any rights of the Company hereunder shall be borne by the Company.

2. The Company and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement. And, in addition, during the period of original construction of the Equipment, the Company shall have the temporary right to use additional space, as reasonably needed, for construction use only (the "extra construction area"). Company shall provide to Owner reasonable advance notice of the specific additional space required and the planned activities therein and duration thereof.

3. The Owner reserves the right to construct and maintain private roadways and fences over the Easement and to make any use of the Easement herein granted not inconsistent with the rights herein conveyed to the Company or with the use of the Easement by the Company for the purposes named. Uses inconsistent with the Easement include, but are not limited to, the erection of any building or other structure within the Easement, the making of a fill or an excavation on the Easement, or the inundation of the Easement, without written approval of the Company which approval shall not be unreasonably withheld or delayed.

4. The Company shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in the

BK711PG019

Easement and extra construction area, reasonably deemed by the Company to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the Company at its own expense shall restore, as nearly as possible, the property to its original condition, including but not limited to the backfilling of trenches, the replacement of fences, and the reseeding of lawns or pasture areas, but not the replacement of obstructing structures, obstructing trees, or other obstructions of the Easement.

5. This Easement is subject to all matters of record, if any, affecting the Easement area and any state of facts that an inspection of the property or an accurate survey may disclose.

6. The Company shall pay the Owner actual damages that may arise from the construction, maintenance, replacement, operation and removal of the Equipment, and in furtherance thereof Company shall defend, indemnify and hold Owner harmless from and against any and all claims, liabilities, costs and expenses of whatsoever kind and nature by whosoever asserted arising from or related to any activities of Company, its employees and agents hereunder.

7. In the event Company shall fail to use the Equipment for gas transmission purposes for a continuous period of one year, this Easement shall be deemed abandoned and all rights herein granted to the Company shall cease.

8. All activities of Company to be performed hereunder shall be conducted in a good and workmanlike manner using all reasonable measures to

BK711PG020

avoid injury or damage to or interference with the land, property or operations of Owner, or the creation of a private nuisance.

9. Company will provide to Owner copies of any survey, map or drawing that Company obtains covering the gas lines installed pursuant to this Easement.

10. The rights granted herein are not assignable in whole or in part without the prior written consent of Owner. Subject to the preceding sentence, this Easement is binding on and inures to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed in its name by its General Manager-Incandescent Lamp Production Department and the Company has caused this instrument to be signed in its name by its duly authorized representative as of the day and year first above written.

GENERAL ELECTRIC COMPANY

SHEPARD GAS COMPANY

By

Joseph S. Barranco  
Joseph S. Barranco

By

Kirk W. McHugh

Title General Manager, Incandescent  
Lamp Production Department

Title

General Manager


BK7116021

STATE OF VIRGINIA

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 1987, by Joseph S. Barranco, General Manager-Incandescent Lamp Production Department, GE Lighting, a component of General Electric Company, a New York Corporation.

Carol R. Howell  
Notary Public



My Commission expires Feb 5, 1991

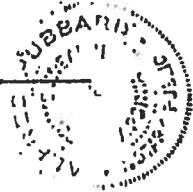


BK711PG022

STATE OF VIRGINIA  
COUNTY OF Frederick

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day  
of April, 1949, by KENNETH G. BOWERS, the  
GENERAL MANAGER, Shenandoah Gas Company, a  
Virginia Corporation.

Alfred G. Hubbaris  
Notary Public



My Commission expires: Feb 6, 1951

BK711PG023

APPLE VALLEY RD  
ST RT 651

S 87° 09' 35" E  
20.28'

PROPERTY OF:

**GENERAL ELECTRIC  
COMPANY**



S 78° 01' 41" W  
5.00'

N 11° 58' 19" E 281.17'

EASEMENT

S 11° 58' 19" W 505.32'

N 11° 58' 19" E 50.00'

N 78° 01' 41" W  
8.00'

PARCEL  
B

PARCEL  
C

N 15° 50' 19" E  
154.45'

EASEMENT

S 72° 53' 07" W  
58.50'

N 32° 22' 39" E  
26.63'

S 72° 53' 07" W  
48.64'

N 17° 06' 52" E  
20.00'

WINCHESTER  
STRA'SBURG  
R.R.

N 72° 53' 07" W  
48.64'

VALLEY AVE  
STRT II

13,919.19 SQ FT

0.3194 AC.

04 243.411 - 8801-57

SHENANDOAH GAS COMPANY

DR BUBBA

APP'D

APP'D

CHK

APP'D

APP'D

ESMT THRU PROP OF GENERAL ELECTRIC  
VALLEY AVE & APPLE VALLEY RD

DATE 2-14-89 SCALE NONE

000  
NB E-1087

SHENANDOAH COUNTY, VA

This instrument of writing was recorded to law on the 24th day of April 1989  
at 10:52 AM and after payment of advertisement thereby allowed and recorded  
to record.

*George B. Whitman*

070010370

EX. 16

9410

**THIS DEED OF BOUNDARY LINE ADJUSTMENT**, made and dated this 29<sup>th</sup> day of June, 2007, by and between **GE LIGHTING, LLC**, party of the first part, hereinafter called the Grantor; and **WHITING ROAD, LLC**, party of the second part, hereinafter called the Grantee.

**WHEREAS**, the Grantor owns 74.7779 Acres located in Back Creek Magisterial District, Frederick County, Virginia, and more particularly shown on the Final Plat for Boundary Line Adjustment of Scott J. Wolford, dated April 12, 2007, attached hereto, and further described as Tax Map No. 63-A-57; and

**WHEREAS**, the Grantee owns 48.4011 Acres lying East of the Grantor's property, identified as Tax Map No. 63-A-61 and more particularly described on said plat; and

**WHEREAS**, the Grantor has agreed to quitclaim unto the Grantee a parcel of land containing 19.3177 Acres which is shown on the aforesaid plat to be merged and joined with the Grantee's land; and

**WHEREAS**, the parties have agreed to vacate the old property line and to adopt the new property line as shown on the plat.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is

---

signed to the foregoing Deed, bearing date of the 22<sup>nd</sup> day of June, 2007, has personally appeared before me and acknowledged the same.

Given under my hand this 22<sup>nd</sup> day of June, 2007.

My commission expires Sept. 11, 2007.

Linda S. Chesser  
Notary Public



SEAL AFFIXED

STATE OF Virginia,

CITY/COUNTY OF Winchester, to-wit:

I, W. Lisa Strosnider, a Notary Public in and for

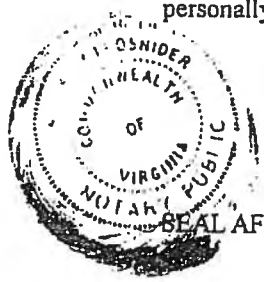
the State and jurisdiction aforesaid do hereby certify that WHITING ROAD, LLC, by Robert J. Frogale, Manager, whose name is signed to the foregoing Deed, bearing date of the 28<sup>th</sup> day of June, 2007, has

personally appeared before me and acknowledged the same.

Given under my hand this 25 day of June, 2007.

My commission expires 10-31-10

W. Lisa Strosnider  
Notary Public



SEAL AFFIXED

hereby acknowledged, the Grantor does hereby grant, quitclaim and convey unto the Grantee, it successors and/or assigns, 19.3177 Acres to be joined and merged to the Grantee's real estate which would increase the total acreage of the Grantee's property from 48.4011 Acres to 67.7188 Acres and reduce the acreage of the Grantor's parcel from 74.7779 Acres to 55.4602 Acres.

GE LIGHTING, LLC

By: [Signature]

Title: VP

WHITING ROAD, LLC

By: [Signature]

Title: [Signature]

STATE OF Kentucky,

CITY/COUNTY OF Jefferson to-wit:

I, Linda S Chessea, a Notary Public in and for the State and jurisdiction aforesaid do hereby certify that GE LIGHTING, LLC, by John D Fish, as Vice President, whose name is

FINAL PLAT FOR BOUNDARY LINE ADJUSTMENT

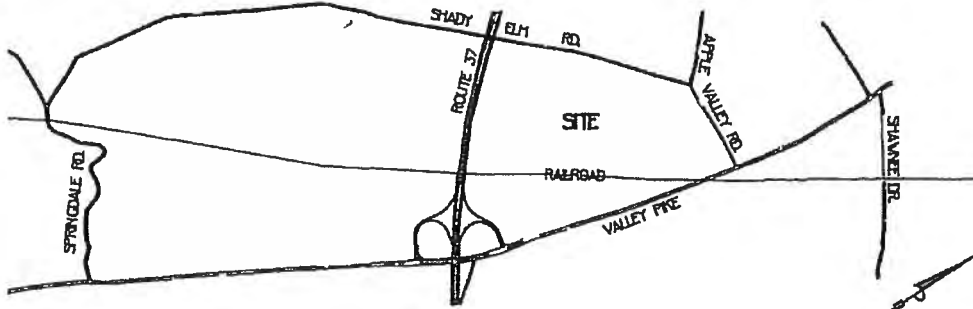
BETWEEN THE PROPERTIES OF  
G. E. LIGHTING, LLC (TM 63-A-57)

AND

WHITING ROAD, LLC (TM 63-A-61)

BACK CREEK MAGISTERIAL DISTRICT ~ FREDERICK COUNTY, VIRGINIA

6410



VINITY MAP SCALE 1" = 2000'

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT THE PROPERTIES OF GE LIGHTING, LLC ( TM 63-A-57) AND WHITING ROAD, LLC (TM 63-A-61), AS APPEARS ON THE ACCOMPANYING PLATS, IS MADE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

*[Signature]*  
GE LIGHTING, LLC REPRESENTATIVE

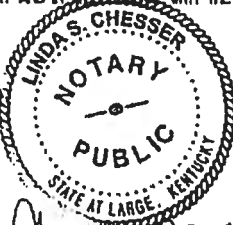
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA Kentucky  
CITY/COUNTY OF Jefferson, TO WIT

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME ON

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES



May 22, 2007  
DATE

Sept. 11, 2007

*[Signature]*  
WHITING ROAD, LLC REPRESENTATIVE

NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Frederick, TO WIT

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME ON

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES

May 16, 2007  
DATE

10-31-10

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT, IS A PORTION OF LAND CONVEYED TO GE LIGHTING, LLC BY DEED DATED JULY 3, 2000 AND RECORDED IN DEED BOOK 472, PAGE 1123, AND ALL OF THE LAND CONVEYED TO WHITING ROAD, LLC BY DEED DATED SEPTEMBER 7, 2006 AND RECORDED AT INSTRUMENT NO. 060017280, SAID DEEDS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FREDERICK COUNTY, VIRGINIA.

*[Signature]*  
SCOTT J. WOLFORD, L.S.

APPROVALS:

*[Signature]*  
FREDERICK COUNTY SUBDIVISION ADMINISTRATOR

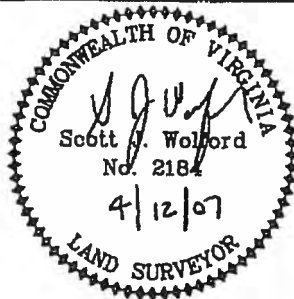
6 Jun 07  
DATE

T.M. 63-A-57  
74.7779 ACRES (OLD AREA)  
55.4602 ACRES (NEW AREA)  
ZONED: M-1  
USE: INDUSTRIAL  
(D.B. 472, PG. 1123)

T.M. 63-A-61  
48.4011 ACRES (OLD AREA)  
67.7188 ACRES (NEW AREA)  
ZONED: M-1  
USE: VACANT  
(INST. NO. 060017280)

WOLFORD LAND SURVEYING  
106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
(540) 542-1677 FAX (540) 542-1678

APRIL 12, 2007  
SHEET 1 OF 3 WLS 1076



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE PROPERTY.

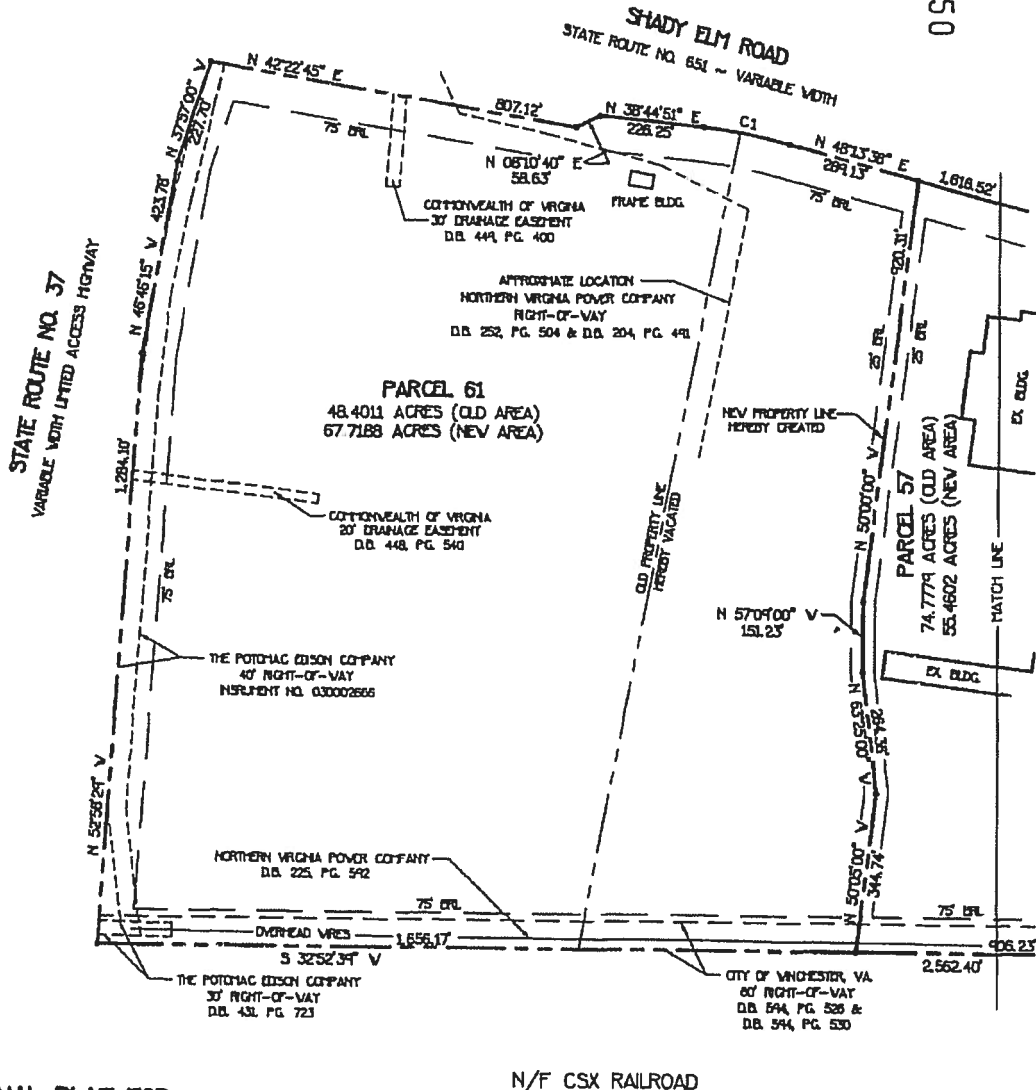
ACCORDING TO COMMUNITY-PANEL NO. S10063 0200 B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FREDERICK COUNTY, VIRGINIA, DATED JULY 17, 1978, THE PROPERTY SHOWN HEREIN APPEARS TO BE WITHIN ZONE "C".

CURVE TABLE

NUMBER	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	1148.00	189.93	0928'45"	96.18	189.71	N 43°29'14" E



Fig. 1  
0510



**FINAL PLAT FOR  
BOUNDARY LINE ADJUSTMENT  
BETWEEN THE PROPERTY OF  
GE LIGHTING, LLC**

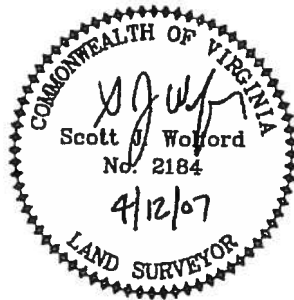
(TM 63-A-57)  
AND THE PROPERTY OF  
**WHITING ROAD, LLC**

(TM 63-A-61)  
BACK CREEK ELECTION DISTRICT  
FREDERICK COUNTY, VIRGINIA

SCALE: 1" = 300' DATE APRIL 12, 2007

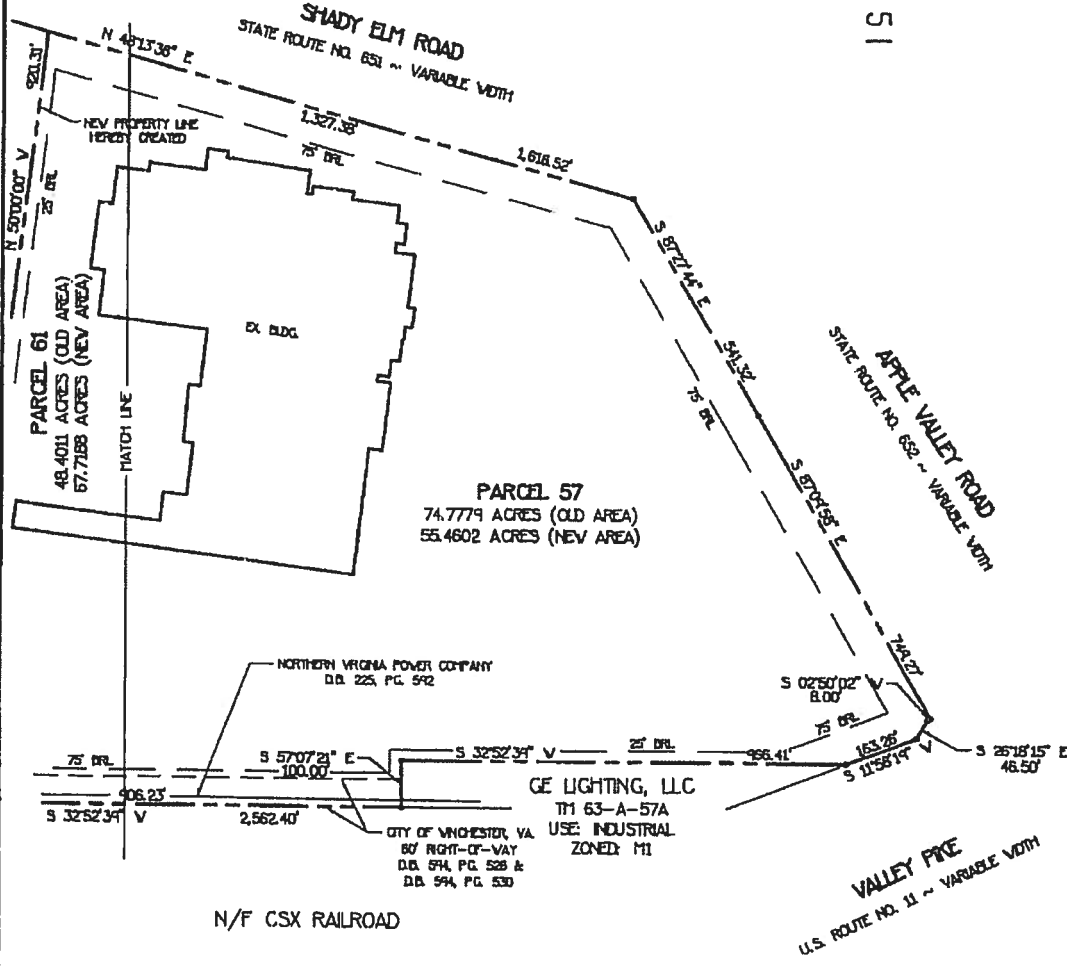
**VOLFORD LAND SURVEYING**  
106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
(540) 542-1677 FAX (540) 542-1678

N/F CSX RAILROAD

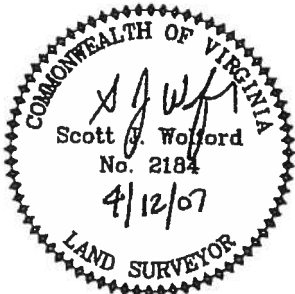




0151



**FINAL PLAT FOR  
BOUNDARY LINE ADJUSTMENT**  
 BETWEEN THE PROPERTY OF  
**GE LIGHTING, LLC**  
 (TM 63-A-57)  
 AND THE PROPERTY OF  
**WHITING ROAD, LLC**  
 (TM 63-A-61)  
 BACK CREEK ELECTION DISTRICT  
 FREDERICK COUNTY, VIRGINIA  
 SCALE: 1" = 300' DATE: APRIL 12, 2007  
**WOLFORD LAND SURVEYING**  
 106 MONROE'S CIRCLE, WINCHESTER, VA. 22602  
 (540) 542-1677 FAX (540) 542-1678





VIRGINIA: FREDERICK COUNTY, SCT.

This instrument of writing was produced to me on

6-27-07 at 11:25 AM  
and with certificate acknowledgement thereto annexed  
was admitted to record. Tax imposed by Sec. 58.1-802 of  
\$ N/A, and 58.1-801 have been paid, if assessable.

*Rebecca P. Hogan*, Clerk

120000626

EX. # 17

0151

Prepared by:  
McGuireWoods LLP  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219

Tax Map Parcel No.: 63-A-57

**PURCHASE OPTION**

1. **NAME OF GRANTOR:** GE Lighting, L.L.C., a Delaware limited liability company, to be indexed as grantor (the "Grantor").
2. **NAME OF GRANTEE:** Rubbermaid Commercial Products, LLC, a Delaware limited liability company, to be indexed as grantee (the "Grantee").
3. **ADDRESS OF GRANTOR:** c/o General Electric Company  
Corporate Real Estate Services Operation  
12 Corporate Woods Boulevard, 2<sup>nd</sup> Floor  
Albany, New York 12211
4. **ADDRESS OF GRANTEE:** 29 East Stephenson Street  
Freeport, Illinois 61032  
Attention: Director, Real Estate
5. **DESCRIPTION OF PREMISES:** See Exhibit A attached hereto (the "Premises").
6. **PURCHASE OPTION:** In consideration of the sum of One Hundred and No/100 Dollars, Grantor hereby grants to Grantee the sole and exclusive right and option to purchase the Premises for a period commencing as of the date that this Purchase Option is recorded, and expiring on December 31, 2013. The specific terms and conditions of such option, and the sale of the Premises to Grantee, shall be memorialized in a separate agreement between Grantor and Grantee.
7. **MISCELLANEOUS:** This Purchase Option may be executed in any number of counterparts, each of which shall be deemed an original, and which shall together constitute but one agreement. This Purchase Option shall run with title to the Premises and shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS the following signatures and seals:

GRANTOR:

GE Lighting, L.L.C., a Delaware limited liability company

By: Maryrose T. Sylvester  
Name: Maryrose T. Sylvester  
Title: President & CEO, GE Lighting

STATE OF Ohio, COUNTY OF Lake, to-wit:

The foregoing instrument was acknowledged before me this 19 day of December, 2011, by Maryrose T. Sylvester, in his/her capacity as President & CEO of GE Lighting, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: 6-22-2012

Registration number: \_\_\_\_\_

Debra A. Oldani (SEAL)  
Notary Public

**DEBRA A. OLDANI**  
Notary Public, State of Ohio  
My Commission Expires 6 / 22 / 2012  
Recorded in Lake County



GRANTEE:

**Rubbermaid Commercial Products, LLC, a  
Delaware limited liability company**

By: [Signature]  
Name: Troy Brinkmeier  
Title: assistant treasurer

STATE OF ILLINOIS, COUNTY OF STEPHENSON, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December,  
2011, by Troy Brinkmeier, in his/her capacity as  
Assistant Treasurer of Rubbermaid Commercial Products, LLC, a Delaware limited  
liability company, on behalf of the limited liability company.

My commission expires: March 26, 2013.

Registration number: 527398.

[Signature] (SEAL)  
Notary Public



0154

**EXHIBIT "A"**  
**Legal Description**

Commitment No: 731100161

**Parcel 1:**

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

**Parcel 2:**

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 60.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N. 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

**VIRGINIA: FREDERICK COUNTY SCT.**

This instrument of writing was produced to me on

1. 23-12 at 1:48 pm  
and with certificate acknowledgement thereto annexed  
was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

*Rebecca P. Hayes*, Clerk

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Joshua R. Hill, Esq.  
General Electric Company  
Global Operations – Real Estate  
800 Long Ridge Road  
Stamford, CT 06927-4000

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

This SUBORDINATION AGREEMENT (“Agreement”), dated as of the 21<sup>st</sup> day of June, 2012 is entered into between CSX, a Virginia Corporation, with a mailing address of 500 Water Street, Jacksonville, Florida 32202 (“Easement Holder”) and GE Lighting, L.L.C., a Delaware limited liability company, with a mailing address of c/o General Electric Company, 12 Corporate Woods Boulevard, Albany, New York 12211 (“Property Owner”).

WHEREAS, Easement Holder is the holder of an easement (“Easement”) across property located at 125 Apple Valley Road, Earlstown, Virginia, County of Frederick, which property is described on Exhibit A hereto;

WHEREAS, the Easement was recorded on June 21, 1973, in Deed Book 411, Page 612;

WHEREAS, Property Owner, who is the current owner of the property subject to the Easement is also party to a Declaration of Restrictive Covenants dated June \_\_, 2012 (“Environmental Covenant”). The Environmental Covenant is attached as Exhibit B hereto and shall be recorded prior to this Agreement. Property Owner is the Grantor referred to in said Environmental Covenant;

WHEREAS, the Environmental Covenant was executed under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

WHEREAS, the Virginia Department of Environmental Quality has required the Environmental Covenant;

WHEREAS Property Owner has requested that Easement Holder subordinate the Easement to the Environmental Covenant; and

WHEREAS, Easement Holder wishes to enter into this Agreement to subordinate the Easement to the Environmental Covenant such that, in exercising the rights granted under the Easement, the Easement Holder and all future holders of the Easement shall be subject to the activity and use limitations set forth in the Environmental Covenant;

NOW, THEREFORE, Easement Holder and Property Owner, agree as follows:

1. Easement Holder consents to the execution and recording by Property Owner of the forgoing Environmental Covenant;
2. Easement Holder subordinates its rights and interests under the Easement to the provisions of the Environmental Covenant and to rights created by and under the Environmental Covenant, in order that the activity and use limitations of the Environmental Covenant shall apply to the exercise of any rights granted under the Easement, as if for all purposes the Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recording of the Easement.
3. This Agreement shall run with the land and be binding upon Easement Holder and its successors and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]

**CSX TRANSPORTATION, INC.:**

By: [Signature]

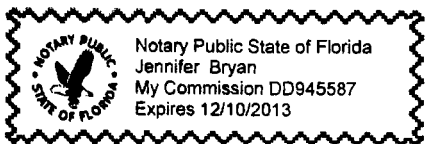
Print Name: Stephen A. Crosby  
Print Title: President, CSX Real Property, Inc.,  
signing on behalf of CSX  
Transportation, Inc.

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF DUVAL        )

I, Jennifer Bryan, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President- CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 21<sup>st</sup> day of June, 2012.

My commission expires on:



[Signature] (SEAL)  
Notary Public  
Print Name: Jennifer Bryan



Exhibit A  
Legal Description

Parcel 1:

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

Parcel 2:

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30,00 feet wide, with the westerly line of U.S. Route 11, 80,00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280,25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N, 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, , Virginia, in Deed Book 972, pages 1113 and 1123, respectively.


LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Exhibit B

Environmental Covenant



# Shenandoah Valley Electric Cooperative

® A Touchstone Energy® Cooperative 

Corporate Office  
P.O. Box 236  
147 Dinkel Avenue  
Mt. Crawford, VA 22841  
(540) 434-2200  
[www.svec.coop](http://www.svec.coop)

June 22, 2012

Mr. Joshua R. Hill  
Senior Counsel - Real Estate  
GE Capital Real Estate  
Global Real Estate Solutions  
800 Long Ridge Road  
Stamford, CT 06927-4000

Subject: Subordination Agreement Shenandoah Valley Electric Cooperative

Dear Mr. Hill:

Thank you for taking the time to provide the data needed for Shenandoah Valley Electric Cooperative to become comfortable with the Subordination Agreement. In this regard, we have attached the five subordination agreements associated with SVEC easements on the GE Lighting property in Winchester, Virginia.

As discussed in our email and telephone conversation, please hold the attached subordination agreements in escrow pending our final approval once the fully executed environmental covenant and other exhibits are attached. It is our understanding that the fully executed subordination agreements and exhibits will be available for our review on or about Wednesday, June 27, 2012. Please send these documents electronically to my attention at [jcoffey@svec.coop](mailto:jcoffey@svec.coop). With timely receipt, our intent is to review these agreements on Thursday, June 28, 2012. If the documents are in order, we will release the agreements from escrow for recording at the Friday, June 29, 2012, closing.

Please contact me at 540.574.7252 (office), or 540.578.0899 (mobile), if I can be of further assistance to you in this process.

Sincerely,

John A. Coffey, III  
VP Engineering and Operations  
Shenandoah Valley Electric Cooperative

attachments

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Joshua R. Hill, Esq.  
General Electric Company  
Global Operations – Real Estate  
800 Long Ridge Road  
Stamford, CT 06927-4000

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

This SUBORDINATION AGREEMENT (“Agreement”), dated as of the 22<sup>nd</sup> day of June, 2012 is entered into between Shenandoah Valley Electric Cooperative (“Easement Holder”) and GE Lighting, L.L.C., a Delaware limited liability company, with a mailing address of c/o General Electric Company, 12 Corporate Woods Boulevard, Albany, New York 12211 (“Property Owner”).

WHEREAS, Easement Holder is the holder of an easement (“Easement”) across property located at 125 Apple Valley Road, Earlstown, Virginia, County of Frederick, which property is described on Exhibit A hereto;

WHEREAS, the Easement was recorded on July 23, 1963, in Deed Book 291, Page 351;

WHEREAS, Property Owner, who is the current owner of the property subject to the Easement is also party to a Declaration of Restrictive Covenants dated June \_\_, 2012 (“Environmental Covenant”). The Environmental Covenant is attached as Exhibit B hereto and shall be recorded prior to this Agreement. Property Owner is the Grantor referred to in said Environmental Covenant;

WHEREAS, the Environmental Covenant was executed under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

WHEREAS, the Virginia Department of Environmental Quality has required the Environmental Covenant;

WHEREAS Property Owner has requested that Easement Holder subordinate the Easement to the Environmental Covenant; and

WHEREAS, Easement Holder wishes to enter into this Agreement to subordinate the Easement to the Environmental Covenant such that, in exercising the rights granted under the Easement, the Easement Holder and all future holders of the Easement shall be subject to the activity and use limitations set forth in the Environmental Covenant;

NOW, THEREFORE, Easement Holder and Property Owner, agree as follows:

1. Easement Holder consents to the execution and recording by Property Owner of the forgoing Environmental Covenant;

2. Easement Holder subordinates its rights and interests under the Easement to the provisions of the Environmental Covenant and to rights created by and under the Environmental Covenant, in order that the activity and use limitations of the Environmental Covenant shall apply to the exercise of any rights granted under the Easement, as if for all purposes the Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recording of the Easement.

3. This Agreement shall run with the land and be binding upon Easement Holder and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHENANDOAH VALLEY ELECTRIC COOPERATIVE

By: John A. Coffey, III  
Name: John A. Coffey, III  
Title: VP Engineering + Operations

**Acknowledgment:**

Commonwealth of Virginia County of Rockingham  
The foregoing instrument was acknowledged before me Ivan M. Messick, Jr this 22nd day of June, 2012  
(Seal) John A. Coffey, III (date) by (name of person acknowledged).  
Ivan M. Messick, Jr

(Signature of Person Taking Acknowledgment) (Title or Rank) (Serial Number, if any)

Notary's Registration Number: 168066

IVAN M. MESSICK, JR.  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #168066  
My Commission Expires 4/30/2016

Exhibit A  
Legal Description

Parcel 1:

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

Parcel 2:

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 60.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N. 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, , Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Exhibit B

Environmental Covenant

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Joshua R. Hill, Esq.  
General Electric Company  
Global Operations – Real Estate  
800 Long Ridge Road  
Stamford, CT 06927-4000

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

This SUBORDINATION AGREEMENT (“Agreement”), dated as of the 22<sup>nd</sup> day of June, 2012 is entered into between Shenandoah Valley Electric Cooperative (“Easement Holder”) and GE Lighting, L.L.C., a Delaware limited liability company, with a mailing address of c/o General Electric Company, 12 Corporate Woods Boulevard, Albany, New York 12211 (“Property Owner”).

WHEREAS, Easement Holder is the holder of an easement (“Easement”) across property located at 125 Apple Valley Road, Earlstown, Virginia, County of Frederick, which property is described on Exhibit A hereto;

WHEREAS, the Easement was recorded on December 8, 1952, in Deed Book 225, Page 595;

WHEREAS, Property Owner, who is the current owner of the property subject to the Easement is also party to a Declaration of Restrictive Covenants dated June \_\_, 2012 (“Environmental Covenant”). The Environmental Covenant is attached as Exhibit B hereto and shall be recorded prior to this Agreement. Property Owner is the Grantor referred to in said Environmental Covenant;

WHEREAS, the Environmental Covenant was executed under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

WHEREAS, the Virginia Department of Environmental Quality has required the Environmental Covenant;



WHEREAS Property Owner has requested that Easement Holder subordinate the Easement to the Environmental Covenant; and

WHEREAS, Easement Holder wishes to enter into this Agreement to subordinate the Easement to the Environmental Covenant such that, in exercising the rights granted under the Easement, the Easement Holder and all future holders of the Easement shall be subject to the activity and use limitations set forth in the Environmental Covenant;

NOW, THEREFORE, Easement Holder and Property Owner, agree as follows:

1. Easement Holder consents to the execution and recording by Property Owner of the forgoing Environmental Covenant;
2. Easement Holder subordinates its rights and interests under the Easement to the provisions of the Environmental Covenant and to rights created by and under the Environmental Covenant, in order that the activity and use limitations of the Environmental Covenant shall apply to the exercise of any rights granted under the Easement, as if for all purposes the Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recording of the Easement.
3. This Agreement shall run with the land and be binding upon Easement Holder and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHENANDOAH VALLEY ELECTRIC COOPERATIVE

By: *John A. Coffey III*  
 Name: *John A. Coffey, III*  
 Title: *VP Engineering + Operations*

**Acknowledgment:**

Commonwealth of Virginia County of *Rockingham*  
 The foregoing instrument was acknowledged before me *Ivan M. Messick, Jr* this *22nd* day of *June, 2012*  
 person acknowledged). *John A. Coffey III*  
 (Seal) *Ivan M. Messick Jr.*

(Signature of Person Taking Acknowledgment) (Title or Rank) (Serial Number, if any)

Notary's Registration Number: *168066*

IVAN M. MESSICK, JR.  
 NOTARY PUBLIC  
 Commonwealth of Virginia  
 Reg. #168066  
 My Commission Expires *4/30/2016*

Exhibit A  
Legal Description

Parcel 1:

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

Parcel 2:

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 60.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N. 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, , Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Exhibit B

Environmental Covenant

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Joshua R. Hill, Esq.  
General Electric Company  
Global Operations – Real Estate  
800 Long Ridge Road  
Stamford, CT 06927-4000

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

This SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22<sup>nd</sup> day of June, 2012 is entered into between Shenandoah Valley Electric Cooperative ("Easement Holder") and GE Lighting, L.L.C., a Delaware limited liability company, with a mailing address of c/o General Electric Company, 12 Corporate Woods Boulevard, Albany, New York 12211 ("Property Owner").

WHEREAS, Easement Holder is the holder of an easement ("Easement") across property located at 125 Apple Valley Road, Earlstown, Virginia, County of Frederick, which property is described on Exhibit A hereto;

WHEREAS, the Easement was recorded on September 30, 1973, in Deed Book 417, Page 575;

WHEREAS, Property Owner, who is the current owner of the property subject to the Easement is also party to a Declaration of Restrictive Covenants dated June \_\_, 2012 ("Environmental Covenant"). The Environmental Covenant is attached as Exhibit B hereto and shall be recorded prior to this Agreement. Property Owner is the Grantor referred to in said Environmental Covenant;

WHEREAS, the Environmental Covenant was executed under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

WHEREAS, the Virginia Department of Environmental Quality has required the Environmental Covenant;

WHEREAS Property Owner has requested that Easement Holder subordinate the Easement to the Environmental Covenant; and

WHEREAS, Easement Holder wishes to enter into this Agreement to subordinate the Easement to the Environmental Covenant such that, in exercising the rights granted under the Easement, the Easement Holder and all future holders of the Easement shall be subject to the activity and use limitations set forth in the Environmental Covenant;

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SHENANDOAH VALLEY ELECTRIC COOPERATIVE

By: *John A Coffey III*  
 Name: John A. Coffey, III  
 Title: VP Engineering + Operations

**Acknowledgment:**

Commonwealth of Virginia County of Rockingham  
 The foregoing instrument was acknowledged before me Ivan M. Messick, Jr this 22nd day of June, 2012  
 person acknowledged). John A. Coffey III  
 (Seal) Ivan M. Messick, Jr.

(Signature of Person Taking  
 Acknowledgment) (Title or Rank) (Serial  
 Number, if any)

Notary's Registration Number: 168066

IVAN M. MESSICK, JR.  
 NOTARY PUBLIC  
 Commonwealth of Virginia  
 Reg. #168066  
 My Commission Expires 4/30/2016

Exhibit A  
Legal Description

**Parcel 1:**

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**Parcel 2:**

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30,00 feet wide, with the westerly line of U.S. Route 11, 60,00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280,25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N, 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

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LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Exhibit B

Environmental Covenant

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Joshua R. Hill, Esq.  
General Electric Company  
Global Operations – Real Estate  
800 Long Ridge Road  
Stamford, CT 06927-4000

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WHEREAS, Easement Holder is the holder of an easement ("Easement") across property located at 125 Apple Valley Road, Earlstown, Virginia, County of Frederick, which property is described on Exhibit A hereto;

WHEREAS, the Easement was recorded on June 18, 1986, in Deed Book 619, Page 206;

WHEREAS, Property Owner, who is the current owner of the property subject to the Easement is also party to a Declaration of Restrictive Covenants dated June \_\_, 2012 ("Environmental Covenant"). The Environmental Covenant is attached as Exhibit B hereto and shall be recorded prior to this Agreement. Property Owner is the Grantor referred to in said Environmental Covenant;

WHEREAS, the Environmental Covenant was executed under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHENANDOAH VALLEY ELECTRIC COOPERATIVE

By: *John A. Coffey*  
 Name: *John A. Coffey, III*  
 Title: *VP Engineering & Operations*

**Acknowledgment:**

Commonwealth of Virginia County of *Rockingham*  
 The foregoing instrument was acknowledged before me *Ivan M. Messick, Jr.* this *22nd* day of *June, 2012*  
 person acknowledged). *John A. Coffey III*  
 (Seal) *Ivan M. Messick, Jr.*

(Signature of Person Taking Acknowledgment) (Title or Rank) (Serial Number, if any)

Notary's Registration Number: *168066*

IVAN M. MESSICK, JR.  
 NOTARY PUBLIC  
 Commonwealth of Virginia  
 Reg. #168066  
 My Commission Expires *4/30/2016*

Exhibit A  
Legal Description

Parcel 1:

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

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All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 60.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N. 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

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LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Exhibit B

Environmental Covenant

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Joshua R. Hill, Esq.  
General Electric Company  
Global Operations – Real Estate  
800 Long Ridge Road  
Stamford, CT 06927-4000

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

This SUBORDINATION AGREEMENT ("Agreement"), dated as of the 22<sup>nd</sup> day of June, 2012 is entered into between Shenandoah Valley Cooperative ("Easement Holder") and GE Lighting, L.L.C., a Delaware limited liability company, with a mailing address of c/o General Electric Company, 12 Corporate Woods Boulevard, Albany, New York 12211 ("Property Owner").

WHEREAS, Easement Holder is the holder of an easement ("Easement") across property located at 125 Apple Valley Road, Earlstown, Virginia, County of Frederick, which property is described on Exhibit A hereto;

WHEREAS, the Easement was recorded on November 1, 1963, in Deed Book 294, Page 294;

WHEREAS, Property Owner, who is the current owner of the property subject to the Easement is also party to a Declaration of Restrictive Covenants dated June \_\_, 2012 ("Environmental Covenant"). The Environmental Covenant is attached as Exhibit B hereto and shall be recorded prior to this Agreement. Property Owner is the Grantor referred to in said Environmental Covenant;

WHEREAS, the Environmental Covenant was executed under the authority of Virginia Code Section 10.1-1230 *et seq.* and 9 VAC 20-160-110 and the Environmental Covenant runs with the land in perpetuity and contains activity and use limitations;

WHEREAS, the Virginia Department of Environmental Quality has required the Environmental Covenant;

WHEREAS Property Owner has requested that Easement Holder subordinate the Easement to the Environmental Covenant; and

WHEREAS, Easement Holder wishes to enter into this Agreement to subordinate the Easement to the Environmental Covenant such that, in exercising the rights granted under the Easement, the Easement Holder and all future holders of the Easement shall be subject to the activity and use limitations set forth in the Environmental Covenant;

NOW, THEREFORE, Easement Holder and Property Owner, agree as follows:

1. Easement Holder consents to the execution and recording by Property Owner of the forgoing Environmental Covenant;
2. Easement Holder subordinates its rights and interests under the Easement to the provisions of the Environmental Covenant and to rights created by and under the Environmental Covenant, in order that the activity and use limitations of the Environmental Covenant shall apply to the exercise of any rights granted under the Easement, as if for all purposes the Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recording of the Easement.
3. This Agreement shall run with the land and be binding upon Easement Holder and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHENANDOAH VALLEY ELECTRIC COOPERATIVE

By: *John A Coffey III*  
 Name: John A. Coffey, III  
 Title: VP Engineering + Operations

**Acknowledgment:**

Commonwealth of Virginia County of Rockingham  
 The foregoing instrument was acknowledged before me Ivan M. Messick, Jr this 22nd day of June, 2012  
 person acknowledged). John A. Coffey III  
 (Seal) *Ivan M. Messick, Jr.*

(Signature of Person Taking Acknowledgment) (Title or Rank) (Serial Number, if any)

Notary's Registration Number: 168066

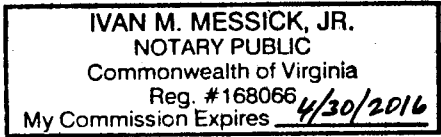


Exhibit A  
Legal Description

Parcel 1:

All that certain lot, piece or parcel of land containing 55.4602 acres, more or less, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Frederick, Virginia as shown on plat of survey prepared by Scott J. Wolford, dated April 12, 2007, entitled "Final Plat for Boundary Line Adjustment", attached to Deed of Boundary Line Adjustment recorded as Instrument No. 070010370 to which plat reference is hereby made for a more particular description of the property.

Parcel 2:

All that certain piece or parcel or lot of land situate in Earnstown, County of Frederick, Commonwealth of Virginia, and more particularly described as follows:

BEGINNING from the intersection of the southerly line of State Route 652, 30.00 feet wide, with the westerly line of U.S. Route 11, 60.00 feet wide, measure S. 11° 58' 19" W., along the westerly line of U.S. Route 11 for a distance of 223.07 feet to the point of beginning; thence continuing along the westerly line of U.S. Route 11, S. 11° 58' 19" W., 280.25 feet to a point 33.00 feet distant measured at right angles in a northwesterly direction from the centerline of The Winchester and Strasburg Railroad. Company's main track; thence parallel to and 33.00 feet distant from said centerline S. 32° 52' 39" W., 704.61 feet to a point in the dividing line between lands now or formerly of Ray Robinson, Jr., and lands of said Railroad Company; thence along said dividing line the two (2) following courses and distances: (1) N. 57° 07' 21" W., 100.00 feet and (2) N. 32° 52' 39" E., 966.41 feet to the point of beginning, containing 1.9183 acres, more or less, designated as Parcel C on plat attached to deed recorded in Deed Book 411, page 612.

BEING a portion of the real estate conveyed to GE Lighting LLC by deeds from GE Lighting Holdings, Inc and GE Lighting General Holdings, Inc, recorded August 3, 2005 in the Clerk's Office, Circuit Court, , Virginia, in Deed Book 972, pages 1113 and 1123, respectively.

LESS AND EXCEPT any portion of the aforesaid parcels conveyed to the Commonwealth of Virginia by instruments recorded in Deed Book 510, page 220 and Deed Book 959, page 1602.

Exhibit B

Environmental Covenant