Lancaster County
Bonnie Bowman
Recorder of Deeds
150 N. Queen Street
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393

INSTRUMENT # : 5833838
RECORDED DATE: 01/05/2010 04:23:08 PM

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LANCASTER COUNTY ROD

OFFICIAL RECORDING COVER PAGE

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RETURN TO: (Email) Christine D. Wilson 221 East Chestnut Street Lancaster, PA 17602	**SUBMITTED BY:** Christine D. Wilson 221 East Chestnut Street Lancaster, PA 17602
GRANTOR(S)/MORTGAGOR(S): EDC FINANCE CORPORATION	**GRANTEE(S)/MORTGAGEE(S):** FRANKLIN AND MARSHALL COLLEGE

*** PROPERTY DATA:**
Parcel ID #: 330

Municipality: LANCASTER CITY (100%)
School District: LANCASTER SD

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:
$2,799,984.72
TAXABLE AMOUNT:
$2,799,984.72

FEES / TAXES:

RECORDING FEE: DEED	$13.00
CRC #6544	$2.00
RIF #6543	$3.00
WRIT TAX	$0.50
AFF HSG #6557	$11.50
PA SURCHARGE #6548	$23.50
EXTRA PAGE FEE	$8.00
STATE RTT	$27,999.85
LANCASTER CITY	$13,999.93
LANCASTER SD	$13,999.92
Total:	$56,061.20

INSTRUMENT # : 5833838
RECORDED DATE: 01/05/2010 04:23:08 PM

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

RECORDER OF DEEDS LANCASTER COUNTY, PA

Bonnie Bowman
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

PREPARED BY: **HARTMAN UNDERHILL & BRUBAKER LLP**
RETURN TO: **HARTMAN UNDERHILL & BRUBAKER LLP**
221 EAST CHESTNUT STREET
LANCASTER, PA 17602-2782
(717) 299-7254
PARCEL ID: **339-J999-9-9999**

This Deed,

Made this 5th day of January, in the year Two Thousand Ten (2010),

Between EDC FINANCE CORPORATION, a Pennsylvania non-profit corporation, having offices at 100 South Queen Street, P.O. Box 1558, Lancaster, Pennsylvania 17608-1558 ("Grantor"),

and

FRANKLIN AND MARSHALL COLLEGE, a Pennsylvania non-profit corporation, with an address of P.O. Box 3003, Lancaster, Pennsylvania 17604 ("Grantee"),

Witnesseth, that in consideration of Two Million Seven Hundred Ninety-Nine Thousand Nine Hundred Eighty-Four and 72/100 Dollars ($2,799,984.72), in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and/or assigns:

TRACT NO. 1 (350 West Liberty Street)

ALL THAT CERTAIN piece, parcel or tract of land situated on the south side of Liberty Street, located in the City of Lancaster, Lancaster County, Pennsylvania, being known as Lot 1, as shown on a Preliminary/Final Subdivision and Land Development Plan for Lancaster's Northwest Gateway, prepared by David Miller/Associates, Inc., recorded in Subdivision Plan Book J-235, Page 36, said tract being more fully bounded and described as follows:

BEGINNING at a point on the south right-of-way line of Liberty Street, said point being in line of lands now or formerly of Pennsylvania Lines LLC; thence extending along Liberty Street, South eighty-nine (89) degrees twenty-three (23) minutes zero (00) seconds East, a distance of five hundred two and three hundredths (502.03) feet to a point, a corner of lands now or formerly of LSC Properties, LP; thence extending along the same, South zero (00) degrees thirty-six (36) minutes three (03) seconds East, a distance of four hundred seventy-two and twenty-three hundredths (472.23) feet to a point in line of lands now or formerly of Pennsylvania Lines LLC; thence extending along the same the seven (07) following courses and distances: [1] on a line curving to the right having a radius of four hundred sixty-five and seventy-four hundredths (465.74) feet, an arc length of thirteen and eighteen hundredths (13.18) feet, a chord bearing of North seventy (70) degrees thirty-seven (37) minutes sixteen (16) seconds West, and a chord distance of thirteen and eighteen hundredths (13.18) feet to a point; [2] on a line curving to the right having a radius of three hundred eight and forty-eight hundredths (308.48) feet, an arc length of seventy-five and twenty hundredths (75.20) feet, a chord bearing of North sixty-two (62) degrees forty-nine (49) minutes thirty-seven (37) seconds West, and a chord distance of seventy-five and one hundredths (75.01) feet to a point; [3] on a line curving to the right having a radius of one hundred thirty-two and twelve hundredths (132.12) feet, an arc length of sixty and seventy hundredths (60.70) feet, a chord bearing of North forty-two (42) degrees forty-one (41) minutes thirty-five (35) seconds West, and a chord distance of sixty and seventeen hundredths (60.17) feet to a point; [4] on a line curving to the right having a radius of four hundred ninety-six and sixty-one hundredths (496.61) feet, an arc length of one hundred eight and twenty-nine hundredths (108.29) feet, a chord bearing of North twenty-three (23) degrees nineteen (19) minutes sixteen (16) seconds West, and a chord distance of one hundred eight and eight hundredths (108.08) feet to a point; [5] North thirteen (13) degrees thirteen (13) minutes twenty-two (22) seconds West, a distance of thirty-one and fifty-eight hundredths (31.58) feet to a point; [6] on a line curving to the right having a radius of five hundred three and twenty-one hundredths (503.21) feet, an arc length of two hundred eight and eleven hundredths (208.11) feet, a chord bearing of North sixty-one (61) degrees thirty-four (34) minutes thirty (30) seconds West, and a chord distance of two hundred six and sixty-three hundredths (206.63) feet to a point; and [7] North forty-three (43) degrees one (01) minute zero (00) seconds West, a distance of two hundred twenty-seven and fifty-nine hundredths (227.59) feet to the place of Beginning.

CONTAINING 2.79 Acres.

TRACT NO. 2 (401 West Liberty Street)

ALL THAT CERTAIN piece, parcel or tract of land situated on the north side of Liberty Street, located in the City of Lancaster, Lancaster County, Pennsylvania, being known as Lot 2, as shown on a Preliminary/Final Subdivision and Land Development Plan for Lancaster's Northwest Gateway, prepared by David Miller/Associates, Inc., recorded in Subdivision Plan Book J-235, Page 36, said tract being more fully bounded and described as follows:

BEGINNING at a point at the intersection of the north right-of-way line of Liberty Street and the west right-of-way line of Thomas M. Armstrong Boulevard; thence extending along Liberty Street, North eighty-nine (89) degrees twenty-three (23) minutes zero (00) seconds West, a distance of three hundred eighty-one and seventeen hundredths (381.17) feet to a point in line of lands now or formerly of Pennsylvania Lines LLC; thence extending along the same the six (06) following courses and distances: [1] North forty-three (43) degrees thirty (30) minutes nineteen (19) seconds West, a distance of seventy-one and ninety-nine hundredths (71.99) feet to a point; [2] on a line curving to the right having a radius of one thousand four hundred thirty-two and sixty-nine hundredths (1432.69) feet, an arc length of two hundred eighty-five and thirty-eight hundredths (285.38) feet, a chord bearing of North thirty-six (36) degrees fifty-one (51) minutes forty-nine (49) seconds West and a chord distance of two hundred eighty-four and ninety-one hundredths (284.91) feet to a point; [3] South fifty-five (55) degrees twenty-five (25) minutes forty-one (41) seconds West, a distance of fifteen and twenty-one hundredths (15.21) feet to a point; [4] North thirty-one (31) degrees twenty-four (24) minutes nineteen (19) seconds West, a distance of two hundred ninety-three and fifteen hundredths (293.15) feet to a point; [5] North thirty-one (31) degrees sixteen (16) minutes nineteen (19) seconds West, a distance of four hundred ninety-four and eighty-six hundredths (494.86) feet to a point; and [6] North thirty-one (31) degrees eleven (11) minutes nineteen (19) seconds West, a distance of ninety-one and thirty-one hundredths (91.31) feet to a point, a corner of lands now or formerly of Armstrong World Industries; thence extending along the same the three (03) following courses and distances: [1] South eighty-nine (89) degrees fifty-one (51) minutes twenty-seven (27) seconds East, a distance of six hundred forty-three and eighty-seven hundredths (643.87) feet to a point; [2] North zero (00) degrees forty-eight (48) minutes thirty-six (36) seconds East, a distance of four hundred ninety-five and nine hundredths (495.09) feet to a point; and [3] North sixteen (16) degrees twenty-three (23) minutes four (04) seconds East, a distance of two hundred and zero hundredths (200.00) feet to a point in line of lands of Amtrak; thence extending along the same, South seventy-one (71) degrees thirteen (13) minutes two (02) seconds East, a distance of four hundred forty-nine and sixty-two hundredths (449.62) feet to a point, a corner of Lot 3, thence extending along the same, South zero

(00) degrees thirty-seven (37) minutes zero (00) seconds West, a distance of two hundred thirty-three and ninety-five hundredths (233.95) feet to a point on the North right-of-way line of Thomas M. Armstrong Boulevard thence extending along the same the two (02) following courses and distances: [1] on a line curving to the left having a radius of seventy-three and zero hundredths (73.00) feet, an arc length of one hundred eighty and eighty-five hundredths (180.85) feet, a chord bearing of South nineteen (19) degrees thirty-eight (38) minutes forty-two (42) seconds West and a chord distance of one hundred thirty-eight and two hundredths (138.02) feet to a point; and [2] South zero (00) degrees thirty-seven (37) minutes zero (00) seconds West, a distance of one thousand two hundred three and sixty-one hundredths (1203.61) feet to the place of Beginning.

CONTAINING 24.17 Acres.

BEING PART OF THE SAME PREMISES which Armstrong World Industries, Inc., a corporation, formerly known as Armstrong Cork Company, by Deed dated September 14, 2006, and recorded September 15, 2006, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, at Document ID No. 5555840. granted and conveyed unto EDC Finance Corporation, a Pennsylvania non-profit corporation, its successors and assigns.

UNDER AND SUBJECT, nevertheless, to all easements, restrictions, encumbrances and other matters of record or that a physical inspection or survey of the premises would reveal, to the extent the same are in full force and effect.

(A) DEED NOTICE:

Pursuant to Section 303(g) of the Pennsylvania Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S. §6026.303(g), Section 512(b) of the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.512(b) and, to the extent applicable Section 405 of the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.405, , the Grantee hereby acknowledges that hazardous substances have been disposed of on a portion of the Property described above as such contamination is more fully identified in (1) the Deed from Armstrong World Industries, Inc., formerly Armstrong Cork Co., a Pennsylvania corporation, to EDC Finance Corporation, a Pennsylvania non-profit corporation dated September 14, 2006, and recorded September 15, 2006, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, at Document ID No. 5555840 and (2) the Consent Order and Agreement between the Department of Environmental Protection, EDC Finance Corporation and Franklin & Marshall College dated August 31, 2006, and recorded September 15, 2006, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, at Document ID No. 5555841.

(B) THE ABOVE REFERENCED PROPERTY IS ALSO TRANSFERRED UNDER AND SUBJECT TO THE FOLLOWING ACKNOWLEDGMENTS AND RESTRICTIONS WHICH SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BIND GRANTEE, ITS SUCESSORS AND ASSIGNS:

(1) With respect to the Property, from and after the date hereof, Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees, agents and their respective successors, harmless from and against:

(a) any and all claims, actions, administrative proceedings (including informal proceedings), damages, liabilities, judgments, losses, costs or expenses, including reasonable attorney's fees and costs of collection, arising out of or in any way related to the Property based upon any real or perceived: environmental condition, the presence on, at or in the Property of any substance regulated under any law, including the release, discharge, migration of, presence of, or exposure to any substance regulated under any law; environmental investigation, remediation or response action; environmental statutory and/or common law based causes of action; natural resource damage claims; or other expenses and/or liabilities incurred by Grantor in responding to any of the foregoing whenever any such shall occur, direct and indirect, known and unknown, contingent, prospective or retroactive; and

(b) any and all damages, liabilities, judgments, losses, costs or expenses, including reasonable attorneys fees, incurred by Grantor arising from or related to its release, indemnification, duty to defend and hold harmless obligations to Armstrong World Industries, Inc. with respect to Environmental Liabilities under Paragraph 18 of the AWI Agreement and as more fully described in the Deed from Armstrong World Industries, Inc., a corporation, formerly known as Armstrong Cork Company, to Grantor dated September 14, 2006 and recorded September 15, 2006 and of record in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania at Document Identification No. 5555840 (collectively, "*Liabilities*").

Upon receipt of any action, suit or claim potentially triggering the obligations under this paragraph, Grantor or its successor shall immediately notify Grantee. Grantee shall have the right to choose counsel to provide a defense for such Liabilities and shall maintain total control over the defense of the Liabilities, including settlement. Grantor or its successors shall cooperate with Grantee in connection with Grantee's defense of any Liabilities, including providing reasonable and timely access to relevant documentation and persons with knowledge of relevant facts.

(2) From and after Closing, Grantee, and its successors and assigns, shall jointly and severally release Grantor, its officers, directors, employees, agents and its and their respective successors, harmless from and against any and all claims, actions, administrative proceedings (including informal proceedings), damages, liabilities, judgments, losses, costs, or expenses, including reasonable attorney's fees and costs of collection, arising out of or in any way related to the Property based upon any real or perceived: environmental condition, release, discharge, migration of, presence of, or exposure to any substance regulated under any law; environmental investigation, remediation or response action; environmental statutory and/or common law based causes of action; natural resource damage claims; or other expenses and/or liabilities incurred in responding to any of the foregoing whenever any such shall occur, direct and indirect, known and unknown, contingent, prospective, or retroactive.

(3) The release, indemnification, duty to defend and hold harmless protections set forth herein shall be covenants running with the land, and any Deed of conveyance of the Property, or any portion thereof, shall contain a statement of same in bold typeface.

(4) Grantee hereby waives any legal, common-law, injunctive, statutory or other remedies against Grantor.

(5) All claims not specifically and expressly released herein are reserved by the parties. In addition, the parties reserve, and nothing contained in this Deed shall affect or impair, any right, claim, interest, or cause of action of any party with respect to persons not parties to this Deed, including without limitation claims for contribution and indemnity against persons not parties to this Deed, or confer any right, claim, interest or cause of action upon such persons. Neither this Deed nor the conduct of any party in executing and implementing this Deed shall constitute or be interpreted or construed as an admission by any party of any liability under any federal, state or local law, rule or regulation or of any past or present violation of any laws, rules or regulations.

(C) THE ABOVE REFERENCED PROPERTY IS ALSO TRANSFERRED UNDER AND SUBJECT TO THE FOLLOWING RESTRICTION WHICH SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND AND SHALL BIND GRANTEE, ITS SUCESSORS AND ASSIGNS

The Property shall only be used for the following uses: administrative buildings, academic buildings, residence halls, community park, athletic facilities, parking, retail/commercial uses supportive of the Franklin and Marshall College community (hereinafter "College"), and facilities supporting any College program. All such uses

shall be subject to applicable zoning requirements. Lancaster General Hospital shall hold the exclusive right to enforce, waive and/or remove this deed restriction.

AND THE GRANTOR for itself, and its successors and assigns, does covenant, promise and agree to and with the Grantee, its successors and assigns that the Grantor has not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate or otherwise howsoever.

In Witness Whereof the Grantor has executed this Deed the day and year above written.

EDC Finance Corporation,
a Pennsylvania nonprofit corporation

Attest: R Edward Gordon
R. Edward Gordon,
Vice Chairman

By: _____
David K. Nikoloff,
President

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF LANCASTER :

ON THIS, the 5th day of January, 2010, before me, a Notary Public, the undersigned officer, personally appeared DAVID K. NIKOLOFF, who acknowledged himself to be the President of EDC FINANCE CORPORATION, a Pennsylvania non-profit corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine D. Wilson, Notary Public
City Of Lancaster, Lancaster County
My Commission Expires June 23, 2011
Member, Pennsylvania Association of Notaries

I hereby certify that the precise address of the within Grantee is 400 College Avenue, Lancaster, PA 17603.

On behalf of the Grantee