

From: "Robert Ransbottom" <Robert.Ransbottom@lm.doe.gov>
To: <pxm2@nrc.gov>
Date: 04/18/2007 10:02:42 AM
Subject: RE: Concurrence to Sell Canonsburg Tract 117

Paul,

I have some further information on the sale of Parcel C from Mike Widdop. Parcel C previously was owned by the State of Pennsylvania, not DOE, so it wasn't DOE's responsibility to obtain concurrence to sell Parcel C. DOE was involved with helping get the groundwater use restrictions lifted for Parcel C. DOE does own Tract 117, thus the reason why we are asking for concurrence to sell it.

I hope this clarifies the situation. Please contact me with any questions.

Thank you,

Bob Ransbottom

Robert C. Ransbottom

S.M. Stoller Corp.

LM East Sites Task Order Mgr.

Mound Project Engineer

937-572-3708 cell

937-847-8350 x320 office

CC: "Jack Craig" <Jack.Craig@lm.doe.gov>, "Cheri Bahrke" <Cheri.Bahrke@lm.doe.gov>, "Steve Schiesswohl" <Steve.Schiesswohl@lm.doe.gov>, "Sharon Bellay" <Sharon.Bellay@lm.doe.gov>, "Michael Widdop" <Michael.Widdop@lm.doe.gov>

Mail Envelope Properties (462624EF.A67 : 9 : 64103)

Subject: RE: Concurrence to Sell Canonsburg Tract 117
Creation Date 04/18/2007 9:38:45 AM
From: "Robert Ransbottom" <Robert.Ransbottom@lm.doe.gov>
Created By: Robert.Ransbottom@lm.doe.gov

Recipients

nrc.gov

TWGWPO01.HQGWDO01
PXM2 (Paul Michalak)

lm.doe.gov

Michael.Widdop CC (Michael Widdop)
Sharon.Bellay CC (Sharon Bellay)
Steve.Schiesswohl CC (Steve Schiesswohl)
Cheri.Bahrke CC (Cheri Bahrke)
Jack.Craig CC (Jack Craig)

Post Office

TWGWPO01.HQGWDO01

Route

nrc.gov
lm.doe.gov

Files	Size	Date & Time
MESSAGE	663	04/18/2007 9:38:45 AM
TEXT.htm	4447	
DOE_RM_DM-#103001-v1-Quitclaim_Deed_-_Tract_No__117.pdf	4619346	
Canonsburg Tract 117 Hilite.pdf	280765	
Mime.822	6713510	

Options

Expiration Date: None
Priority: Standard
ReplyRequested: No
Return Notification: None

Concealed Subject: No
Security: Standard

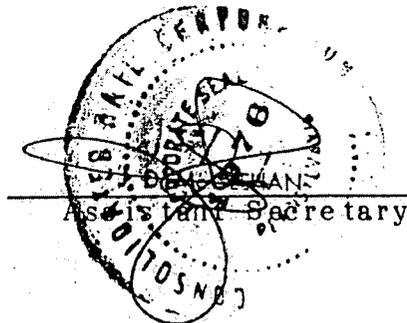
TRACT 117

06703

CASE NO. 67547

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON AUGUST 10, 1976 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, L. STANLEY CRANE AS SUCH CHAIRMAN AND CHIEF EXECUTIVE OFFICER DID DELEGATE TO THE ASSISTANT VICE PRESIDENT-REAL ESTATE THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF PROPERTY SITUATE IN THE BOROUGH OF CANONSBURG, WASHINGTON COUNTY, PENNSYLVANIA, CONTAINING 3.545 ACRES, MORE OR LESS, FOR THE CONSIDERATION OF \$25,000 TO UNITED STATES OF AMERICA, OR ITS NOMINEE.



QUITCLAIM DEED

DEPARTMENT OF ENERGY

URANIUM MILL TAILINGS REMEDIAL ACTION PROJECT

TRACT NO. 117

THIS DEED, made this *7th* day of *November*, 1984, by and between CONSOLIDATED RAIL CORPORATION, a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter called the Grantor, and THE UNITED STATES OF AMERICA, whose address is Washington, D.C., hereinafter referred to as the Grantee;

WITNESSETH, that in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), paid by the Grantee to the Grantor, the receipt and sufficiency whereof are hereby acknowledged, the Grantor does hereby remise, release and forever quitclaim unto the said Grantee, and its assigns, all its right, title and interest in and to the hereinafter described land.

Said land is described as follows:

A certain tract of land situate in the Second Ward of the Borough of Canonsburg, Washington County, Pennsylvania, bounded and described in accordance with a Plat of Survey prepared by Jonathan G. Mounts, Professional Land Surveyor No. 99A of Mounts Engineering, Civil Engineers and Land Surveyors, Drawing No. 840525 dated May 25, 1984 as follows:

Beginning at a point in the northerly right of way line of Consolidated Rail Corporation (formerly Philadelphia, Baltimore and Washington Railroad) known as the Washington Secondary and identified as Line Code 2244 in the records of the United States Railway Association, on the left descending bank of Chartiers Creek, also located 60 feet northwesterly of Station 768+61.60 of the original centerline of said Consolidated Rail Corporation; thence, leaving said creek and said right-of-way line, with a line 60 feet northwesterly of and parallel with said centerline,

South $71^{\circ} 15'$ West, 502.43 feet to a point on the easterly side of Strabane Avenue; thence, continuing with said parallel line, crossing said avenue,

South $71^{\circ} 15' 00''$ West, 995.60 feet; thence southwesterly by a curve to the left concentric with and distant 60 feet by a radial measurement northwesterly from said original centerline, an arc distance of 474.68 feet, said curve having a radius of 1,970.80 feet and a chord which bears South $64^{\circ} 21' 00''$ West, a distance of 473.53 feet;

Thence, southwesterly by a curve to the left concentric with and distant 60 feet by a radial measurement -northwesterly from said original centerline, an arc distance of 208.42 feet, said curve having a radius of 1,492.69 feet and a chord which bears South $53^{\circ} 27' 00''$ West, a distance of 208.25 feet;

Thence southwesterly by a curve to the left concentric with and distant 60 feet by a radial measurement northwesterly from said original centerline, an arc distance of 49.24 feet, said curve having a radius of 1,206.28 feet and a chord which bears South $48^{\circ} 16' 50''$ West, a distance of 49.24 feet;

Thence, with a radial line North $42^{\circ} 53' 20''$ West, 70 feet to a point in said northerly right of way line, also the south line of George Street (40 feet wide); thence northeasterly with said right of way line and George Street by a curve to the right, an arc distance of 52.10 feet, said curve having a radius of 1,276.28 feet, and a chord which bears North $48^{\circ} 16' 50''$ East, a distance of 52.10 feet;

Thence, northeasterly by a curve to the right, an arc distance of 218.19 feet, said curve having a radius of 1,562.69 feet and a chord which bears North $53^{\circ} 27' 00''$ East, a distance of 218.02 feet;

Thence, northeasterly by a curve to the right, an arc distance of 491.54 feet, said curve having a radius of 2,040.80 feet, and a chord which bears North $64^{\circ} 21' 00''$ East, a distance of 490.35 feet;

Thence, North $71^{\circ} 15' 00''$ East, 1,026.4 feet to a point on the east side of Strabane Avenue; thence leaving said avenue, continuing with said right of way line,

North $78^{\circ} 30' 00''$ East, 475.43 feet to a point on said bank of said Chartiers Creek; thence, with said bank of said creek

South $18^{\circ} 45' 00''$ East, 10.00 feet to the place of beginning containing 3.28 acres more or less.

It is the intent of the foregoing description to include a part of the following deeds of record in the Office of the Recorder of Deeds, Washington County, Pennsylvania:

1. A deed from George Shearn and Eliza V. Shearn, his wife, to the Chartiers Railway Company, dated 1 May 1903, filed for record 25 May 1903, and recorded in Deed Book 291, page 74.

2. A deed from the Alexander Land Company to the Chartiers Railway Company, dated 9 January 1903, filed for record 3 March 1903 and recorded in Deed Book 292, page 329.

3. A deed from Simpson Stove and Manufacturing Company to the Chartiers Railway Company, dated 26 January 1903, filed for record 11 February 1903 and recorded in Deed Book 293, page 186.

The Grantor also quitclaims unto the Grantee all its right, title and interest in and to the spur line, which is described as follows:

Commencing at a point said point being the Northwest corner of the tract of land as recorded in Deed Book Vol. 293, page 186. Thence North $71^{\circ} 15' 00''$ East, 37.91 feet to a true point of beginning; thence by a curve to the left having a radius of 352.00 feet, the arc distance of 241.56 feet (chord bearing = North $24^{\circ} 53' 52''$ East, chord length = 236.85) to a point; thence North $5^{\circ} 14' 17''$ East, 68.12 feet to a point; thence North $13^{\circ} 10' 10''$ East, 67.37 feet to a point; thence North $9^{\circ} 40' 33''$ East, 76.55 feet to a point; thence North $3^{\circ} 41' 38''$ East, 268.53 feet to a point; thence South $86^{\circ} 18' 22''$ East, 16.00 feet to a point; thence South $3^{\circ} 41' 38''$ West, 269.37 feet to a point; thence South $9^{\circ} 40' 33''$ West, 77.87 feet to a point; thence South $13^{\circ} 10' 10''$ West, 66.75 feet to a point; thence South $5^{\circ} 14' 17''$ West, 67.02 feet to a point; thence by a curve to the right having a radius of 368.00 feet the arc distance of 223.04 feet (chord bearing = South $22^{\circ} 36' 4''$ West, chord length = 219.64 feet) to a point; thence South $71^{\circ} 15' 00''$ West, 32.99 feet to a point, the place of beginning containing an area of 0.262 of an acre.

Further, the parties hereto agree as follows:

(1) that Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the non-existence of such a fence;

(2) that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now

or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of Grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said Grantee hereby expressly releases the said Grantor from liability for any such damages;

(3) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein;

(4) that a right or means of ingress, egress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and that the said Grantor shall not and will not be liable or obliged to obtain for the said Grantee such means of ingress, egress or passageway and also that the said Grantee will obtain a means of access to and from the said land at Grantee's own cost and expense; and

(5) that in the event the tracks of the railroad of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing.

TO HAVE AND TO HOLD the above described premises, together with all privileges and appurtenances thereunto belonging to the Grantee and its assigns forever.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

ture to be signed in its name and behalf by its Assistant Vice President-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and DELIVERED
in the presence of us:

Juliana R. Quinn

CONSOLIDATED RAIL CORPORATION
By:

Lawrence A. Huff
Lawrence A. Huff, Assistant
Vice President-Real Estate

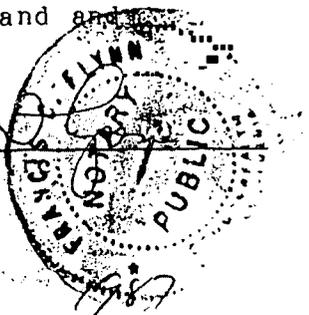
Joan Beckett

Attest:
J. D. McGehee
J. D. McGehee, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) : SS

On this 7th day of November, A. D. 1984, before me, the subscriber, _____, the undersigned officer, personally appeared Lawrence A. Huff, who acknowledged himself to be the Assistant Vice President-Real Estate of CONSOLIDATED RAIL CORPORATION, a corporation, and that he as such Assistant Vice President-Real Estate, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Vice President-Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jessie P. Flynn
Notary Public


July 2, 1987

I HEREBY CERTIFY that the correct address of the within-named Grantee is:

502 Eighth St

Huntington WV 25701-2070
on behalf of Grantee.

THIS INSTRUMENT PREPARED BY:

William G. Graham

WILLIAM G. GRAHAM
U. S. Army Corps of Engineers
502 Eighth Street
Huntington, West Virginia 25701

6 7 5 4 7

D E E D

CONSOLIDATED RAIL CORPORATION

-to-

UNITED STATES OF AMERICA

Land situate in 2nd Ward,
Borough of Canonsburg,
Washington County, Pennsylvania

Prep:
Apvd:
Chkd:

Des cp:
Compd:

RECORDED

JUN 13 1985 11:10 A.M.

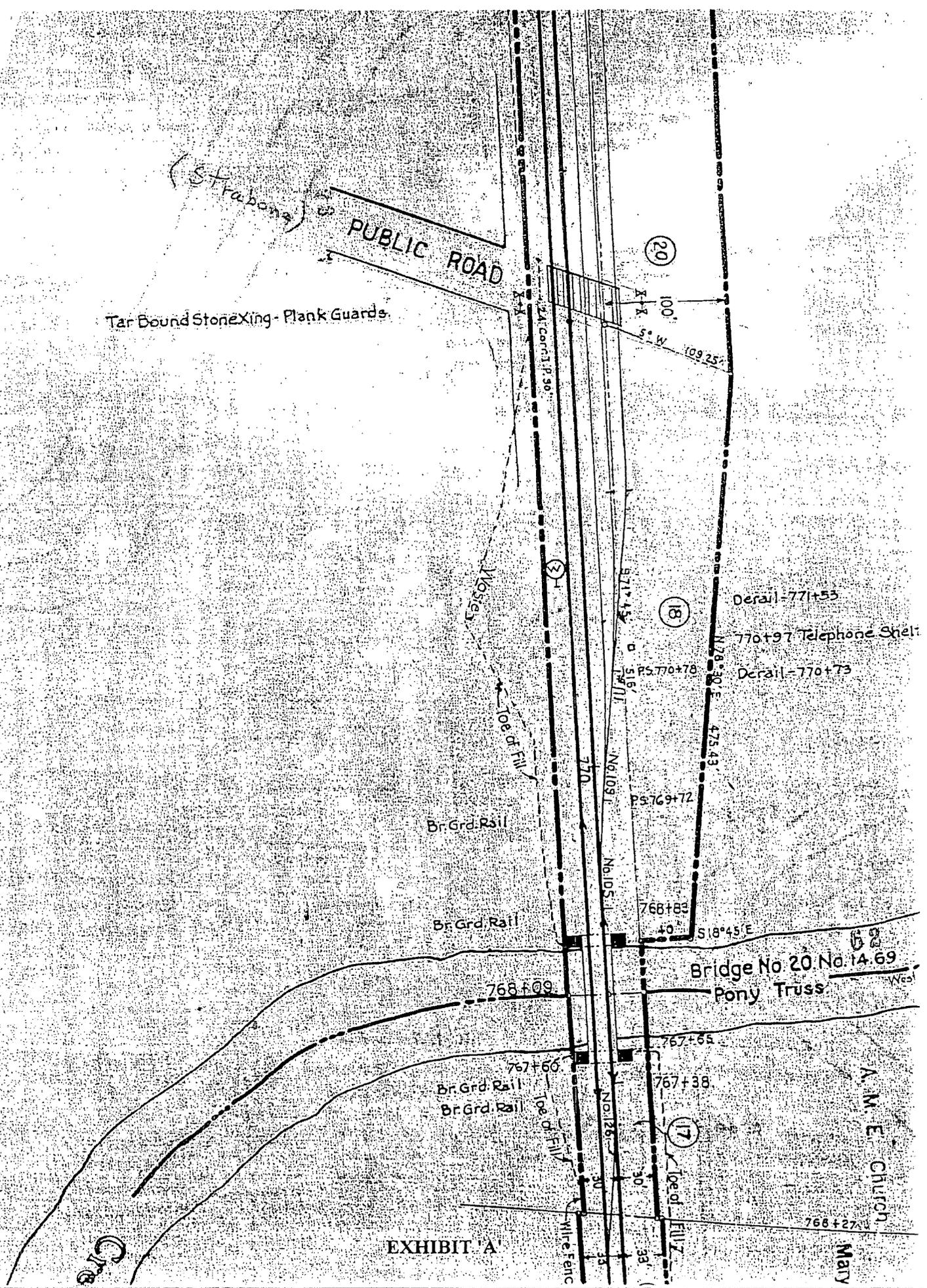
OLGA O. WOODWARD
RECORDER
WASHINGTON CO., PA

Pennsylvania }
Washington Co. } S. S.

Recorded in the office for Recording Deeds & c in and
for said county in Deed Book 2194 Page 190
Given under my hand and seal of the said office this
13th day of June A.D. 1985

Olga O. Woodward
Recorder





(Strabona)

PUBLIC ROAD

Tar Bound Stone Xing - Plank Guards

(20)

(18)

(17)

Derail - 771+53
 770+97 Telephone Shelf
 Derail - 770+73

Bridge No 20 No 14.69
 Pony Truss

A. M. E. CHURCH

Marty

EXHIBIT A

C.R.

Br. Grd. Rail

Br. Grd. Rail

Br. Grd. Rail

Br. Grd. Rail

Toe of Fill

Toe of Fill

Wire Enc

24' Corral P. 30'

100'
 S. W. 109.25'

571' 45"
 518'
 N 78° 30' E 475.43'

PS 770+78
 N 61° 09' E 770

PS 769+72
 N 61° 09' E 770

768+83
 40'
 S 18° 45' E

767+65
 767+38

30'
 30'

33'
 33'

33'

