

April 12, 19, 2009

**NOTICE OF NAVY'S INVITATION  
FOR PUBLIC COMMENT ON THE  
Proposed Remedial Action Plans  
Operable Unit 10, Site 35 and  
Operable Unit 21, Site 73  
Marine Corps Base Camp Lejeune**

The Department of the Navy (DoN) invites public comment on the Proposed Remedial Action Plans (PRAPs) for Operable Unit (OU) 10, Site 35 and OU 10, Site 73 located on Marine Corps Base (MCB) Camp Lejeune. The PRAPs identify and discuss the preferred alternatives for soil and groundwater remediation activities at Sites 35 and 73.

In accordance with 40 CFR 300.430(f)(2), the assessment of risk information as related to both human health and the environment and the preferred alternative is summarized in the PRAPs for Sites 35 and 73. The preferred alternative for Site 35 is in-situ air sparging using a horizontal well, monitoring of the natural degradation of chemicals of concern (COCs), and land use controls (LUCs). The preferred alternative for Site 73 is groundwater treatment by air sparging (in-situ aeration), downgradient enhanced reductive dechlorination (ERD) injections, monitoring of the natural degradation of COCs, and LUCs.

The PRAPs are based upon the findings of previous site-related documents contained in the DoN's Administrative Record for MCB Camp Lejeune. The Administrative Record can provide you with important background and site investigation information about Sites 35 and 73. Background documentation and the PRAPs are located for public review on the internet at [http://public.iantops-ir.org/sites/public/lejeune/Site35\\_73Prap.aspx](http://public.iantops-ir.org/sites/public/lejeune/Site35_73Prap.aspx). The website can be accessed at the following location:

Onslow County Public Library  
58 Doris Avenue East  
Jacksonville, North Carolina 28540  
(910) 455-7350

Please provide written comments on the Site 73 PRAP and Site 35 PRAP from April 21, 2009 through May 20, 2009. Send all written comments on or before (postmark by) May 20, 2009 to the following address:

Mr. Bryan Beck  
Attn: Matt Louth  
5700 Cleveland Street, Suite 101  
Virginia Beach, Virginia 23462  
Phone (757) 322-4734/Fax (757) 322-8280  
[bryan.k.beck@navy.mil](mailto:bryan.k.beck@navy.mil)

In addition, you are invited to a public meeting regarding Sites 35 and 73, MCB Camp Lejeune. Representatives from the DoN will report on the status of Sites 35 and 73 and the preferred alternatives. The meeting is scheduled for:

Tuesday, April 21, 2009  
6:00 p.m. to 7:00 p.m.  
Coastal Carolina Community College,  
Business Technology Bldg., Room 105  
444 Western Boulevard  
Jacksonville, North Carolina 28546

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required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Michael J. Rubin, Jr. and wife, Chari B. Rubin.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT IN THE INSTANCE OF BANKRUPTCY PROTECTION. IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Substitute Trustee  
Brock & Scott, PLLC  
Jeremy B. Wilkins, NCSB No. 32346  
5431 Oleander Drive Suite 200  
Wilmington, NC 28403  
PHONE: (910) 392-4988  
FAX: (910) 392-8587

File No.: 09-02302

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taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Douglas W. Kramer.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

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