

QUITCLAIM DEED

THIS INDENTURE, made this 22nd day of October, 2001, between the UNITED STATES OF AMERICA, acting by and through the Commanding Officer, Engineering Field Activity Northeast, Naval Facilities Engineering Command, Lester, Pennsylvania, hereinafter referred to as the GOVERNMENT, and the TOWN OF HARPSWELL, MAINE, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine, hereinafter referred to as the GRANTEE.

WHEREAS, the GOVERNMENT has determined that certain property known as the Defense Fuel Support Point, Casco Bay, Harpswell, Maine consisting of a total of approximately 118.5 acres of land, more or less, together with improvements, and certain related personal property thereon, hereinafter referred to as the PROPERTY, are not needed for a public purpose; and

WHEREAS, United States Public Law 103-337 §2839, as amended by United States Public Law 106-398 §2852, hereinafter referred to as Public Law, provides the Secretary of the Navy the authority to convey PROPERTY to the GRANTEE pursuant to certain conditions, restrictions and limitations contained in the Public Law.

WITNESSETH: That the GOVERNMENT in accordance with the Public Law does, subject to any easements and encumbrances of record and subject to the reservations, exceptions, notices, covenants, conditions and restrictions expressly contained herein, remise, release and quitclaim unto the GRANTEE, its successors and assigns, to have and to hold forever, except as specifically required by Title 42, United States Code at Section 9620(h)(3)(B) and as provided herein, without any warranty express or implied, all right, title and interest to the underlying estate, buildings, structures, improvements and related personal property situated thereon, which the GOVERNMENT has in and to the PROPERTY, consisting of 118.5 acres of land, more or less, and more fully described in the legal description attached hereto as Exhibit "A" and made a part hereof.

NOTICES, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. Notice of Environmental Condition: Information concerning the environmental condition of PROPERTY is contained in the document known as Facility Remediation Closure Report, Defense Fuel Support Point, Casco Bay, South Harpswell, Maine dated February 2000; the Finding of Suitability to Transfer (FOST) dated 16 June 2000, and Addendum to Finding of Suitability to Transfer (FOST Addendum) dated 03 October 2001, which are incorporated by reference and made a part hereof as if set out in length, and the receipt of which are hereby acknowledged by the GRANTEE.

2. Covenant required by Title 42, United States Code at Section 9620(h)(3)(A): In accordance with the requirements and limitations contained in *Title 42, United States Code at Section 9620(h)(3)(A)(ii)*, the GOVERNMENT hereby warrants that –

- (a) all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on PROPERTY has been taken, and
- (b) any additional remedial action found to be necessary after delivery of this Quitclaim Deed, not the result of actions conducted by future occupants of the property, shall be conducted by the GOVERNMENT.

3. Reservation of Access required by Title 42, United States Code at Section 9620(h)(3)(A): In accordance with the requirements and limitations contained in *Title 42, United States Code at Section 9620(h)(3)(A)(iii)* the GOVERNMENT expressly reserves for itself and for the Maine Department of Environmental Protection (MEDEP) all reasonable and appropriate rights of access to the PROPERTY described herein when remedial action or corrective action is found to be necessary after delivery of this Quitclaim Deed. The right of access described herein shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, testpitting, boring and other similar activities. Such right shall also include the right to conduct, operate, maintain or undertake any other response or remedial action as required or necessary including, but not limited to, monitoring wells, pumping wells and treatment facilities. GRANTEE agrees to comply with activities of the GOVERNMENT in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the GOVERNMENT. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the GRANTEE or its successors and assigns, and shall be performed in a manner which minimizes (a) any damage to any structures on PROPERTY and (b) any disruption or disturbance of the use and enjoyment of PROPERTY.

4. Notices and Restrictions on Use Pursuant to CERCLA 120(h)(3)(A): In accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 120(h)(3)(A), notice is required where hazardous substances were known to have been released, disposed of, or stored for one year or more. Pursuant to this requirement, the GRANTEE, its successors and assigns, are hereby notified that said FOST Addendum provides notice as to the type of hazardous substances that were stored on the PROPERTY and also those substances where releases had occurred but it was determined that no remedial action was required.

5. Restrictive Covenants: The following restrictive covenants shall run with the parcel and shall be perpetually binding upon the GRANTEE, its successors and assigns, and shall inure to the benefit of and be enforceable by the MEDEP and the GOVERNMENT:

- a. **Covenant and Restriction Regarding Residential Use:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that any use of the PROPERTY for residential purposes shall be prohibited without the prior written approval of MEDEP.

- b. **Covenant and Restriction Regarding Use of Groundwater:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that any drilling of wells on the PROPERTY and any use of the groundwater beneath the PROPERTY without the prior written approval of the MEDEP shall be prohibited provided, however, that the Town may continue to operate the existing water supply well located on the PROPERTY in such a manner that the use of this well will not exceed 450 gallons per day, without specific written approval of MEDEP; provided, however, that any such approved additional use does not cause the GOVERNMENT to incur any additional liability or responsibility of any kind, in law or equity, that may result in any way from the draw or use of the groundwater from existing wells beneath the property.
- c. **Covenant and Restriction Regarding Subsurface Excavation:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that any subsurface excavation, digging, drilling, exploration or construction on the parcel shall be prohibited without the prior written approval of the MEDEP.
6. **Lead Based Paint and Asbestos Covenant:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all applicable Federal, state and local laws relating to asbestos and lead-based paint in its use and occupancy of the property (including demolition and disposal of existing structures). Section 101-47.304-13 of the Federal Property Management Regulations, attached hereto as Exhibit "B" and made a part hereof, contains complete warnings and responsibilities relating to asbestos-laden materials.
7. **FAA Construction:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that all construction, alterations, or improvements on PROPERTY, of whatever type or nature, are subject to the formal advance approval of the Federal Aviation Administration (FAA) for compliance with the regulations set forth in *14 CFR Part 77*, entitled "Objects Affecting Navigable Airspace," and issued under the authority of the Federal Aviation Act of 1958, as amended.
8. **Non-Discrimination:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to PROPERTY hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale or lease of PROPERTY described herein, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GOVERNMENT shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

9. **AS IS, WHERE IS:** Except as expressly provided for in this Quitclaim Deed, or as a matter of law, PROPERTY described herein is conveyed "AS IS and WHERE IS" without representation, warranty or guaranty as to quality, quantity, character, condition, size or kind, or that the same is in a condition, or fit, to be used for the purpose for which intended.

IN WITNESS WHEREOF, I, Gregory C. Preston acting pursuant to my authority as Real Estate Contracting Officer, on behalf of the United States of America, have hereunto executed this Quitclaim Deed the day and year first written above.

UNITED STATES OF AMERICA

By: Gregory C. Preston
GREGORY C. PRESTON
Realty Officer, Product Line Coordinator
Real Estate Contracting Officer

WITNESS:

Stephen D. Zanowski

GOVERNMENT ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF DELAWARE)

I, the undersigned, a Notary Public in and for the State of Pennsylvania, do hereby certify that this day personally appeared before me in the state and county aforesaid, Gregory C. Preston, Real Estate Contracting Officer, Engineering Field Activity Northeast, Naval Facilities Engineering Command, Lester, Pennsylvania, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document and acknowledged the same to be his free act and deed in such official capacity.

Given under my hand and seal this 22nd day of OCTOBER, 2001.

[Signature]
Notary Public

(Seal)

My Commission Expires _____

NOTARIAL SEAL
MICHAEL T. DUNN, Notary Public
Lester, Delaware County
My Commission Expires Nov. 6, 2004

SEAL

EXHIBIT "A"
LEGAL DESCRIPTION

A certain lot or parcel of land with improvements thereon, located on the west side of Harpswell Neck Road (State Route 123), in the Town of Harpswell, Cumberland County, State of Maine, and more particularly described as follows:

Beginning at an iron rod set on the west side of Harpswell Neck Road at the northeast corner of land now or formerly Joseph E. and Dorothy F. Lemay (Cumberland County Registry of Deeds (CCRD) Book 1752, Page 368);

Thence N 55°-56'-30" W along land of said Lemay 257.83 feet to a point;

Thence N 55°-18'-00" W along land now or formerly David R. Sparks (CCRD Book 7661, Page 242), 1469.33 feet to an iron rod set;

Thence N 54°-29'-30" W along land now or formerly Elizabeth Bradley Childs et al (CCRD Book 8450, Page 325), 916.78 feet to an iron rod set;

Thence continuing N 54°-29'-30" W along land of said Childs et al, approximately 257 feet to the low water line of Middle Bay;

Thence northerly along the low water line of Middle Bay approximately 2630 feet to a point in the southwesterly line of land now or formerly John Lloyd Thompson (CCRD Book 3809, Page 307);

Thence S 55°-38'-30" E along land of said Thompson, approximately 230 feet to an iron rod set; said iron rod set being N 11°-04'-19" E of and 2207.82 feet from the previously mentioned iron rod set;

Thence continuing S 55°-38'-30" E along land of said Thompson, 1457.67 feet to a drill hole found; -

Thence S 34°-21'-30" W along land now or formerly Dain H. Allen (CCRD Book 4660, Page 258), 472.92 feet to an iron rod set;

Thence S 55°-07'-30" E along land of said Allen, 971.21 feet to an iron rod set;

Thence S 00°-41'-30" W along land of said Allen and land now or formerly Ruth N. Gill (CCRD Book 7409, Page 131) and land now or formerly William R. and Gertrude L. Knight (CCRD Book 1967, Page 286), 1031.42 feet to an iron rod set;

Thence S 54°-28'-00" E along land of said Knight, 439.43 feet to an iron rod set on the west side of Harpswell Neck Road;

Thence S 27°-42'-00" W along said Harpswell Neck Road, 121.98 feet to a point;

Thence N 54°-28'-00" W along land to be retained by the grantor herein, 104.28 feet to a point;

Thence S 80°-23'-39" W along land to be retained by the grantor herein, 72.60 feet to a point;

Thence S 34°-19'-47" W along land to be retained by the grantor herein, 168.30 feet to a point in the northeast line of land now or formerly Harpswell Neck Fire Department Association (CCRD Book 1973, Page 333);

Thence N 55°-23'-30" W along land of said Harpswell Neck Fire Department Association, 19.02 feet to an iron rod set;

Thence S 28°-27'-00" W along land of said Harpswell Neck Fire Department Association, 200.00 feet to an iron rod set;

Thence S 55°-23'-30" E along land of said Harpswell Neck Fire Department Association, 200.00 feet to an iron rod set on the west side of Harpswell Neck Road;

Thence S 28°-27'-00" W along said Harpswell Neck Road, 168.11 feet to the point of beginning.

Said parcel contains 118.5 acres, more or less.

Meaning and intending to describe and convey, and hereby conveying, a portion of the property taken by the United States of America in the Judgment on the Declaration of Taking, dated October 9, 1952, recorded in Cumberland County Registry of Deeds in Book 2111, Page 426, including all right, title and interest to the low water line of Middle Bay appurtenant to the shore.

All bearings appear to be relative to True North and are based upon the Judgment Deed to the United States of America (CCRD Book 2111, Page 426). All iron rods set are ¾ inch diameter rebar with surveyor's identification caps. Reference is made to the survey plan entitled "Standard Boundary Survey, Casco Bay Fuel Farm, Route 123, Harpswell, Maine," prepared for the Town of Harpswell by Harty & Harty Professional Land Surveyors, revision 2 dated August 20, 2001 to be recorded herewith at said Registry.

EXHIBIT "B"

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY
SUBPART 101-47.3--SURPLUS REAL PROPERTY DISPOSAL
§ 101-47.304 ADVERTISED AND NEGOTIATED DISPOSALS.

§ 101-47.304-13 Provisions relating to asbestos.

Where the existence of asbestos on the property has been brought to the attention of the disposal agency by the Standard Form 118 information provided in accordance with §101-47.202-2(b)(9), the disposal agency shall incorporate such information (less any cost or time estimates to remove the asbestos-containing materials) in any Invitation for Bids/Offer to Purchase and include the following:

Notice of the Presence of Asbestos--Warning!

- (a) The Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- (b) Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- (c) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

[53 FR 29894, Aug. 9, 1988]

RECEIVED
RECORDED REGISTRY OF DEEDS

2001 OCT 23 PM 1:46

CUMBERLAND COUNTY

John B. O'Brien