

## ***QUITCLAIM DEED***

**THIS INDENTURE**, made this 14<sup>th</sup> day of September, 2005, 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 determined that certain property known as the Defense Fuel Support Point, Casco Bay, Harpswell, Maine consisting of approximately 119.32 acres were not needed for a public purpose and so conveyed all except 0.82 acres of the same to the GRANTEE by deed dated October 22, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16872, Pages 236-243; and

**WHEREAS**, the GOVERNMENT has now determined that the aforementioned remaining 0.82 acres, together with the improvements thereon, hereinafter referred to as the PROPERTY, is no longer needed for a public purpose;

**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 the 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)(4)(D) 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 a total of 0.82 acres of land, more or less, and more fully described in the legal description attached hereto as Exhibit "A" and made a part hereof.

Meaning and intending to convey, and hereby conveying a total of 0.82 acres of land, more or less.

## NOTICES, COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. **Reservation of Easement for Sampling Potable Water Wells:** The GOVERNMENT expressly reserves for itself its successors and assigns an easement and right of way for the purpose of ingress and egress for such pedestrian, and vehicular traffic as is reasonably necessary to ensure convenient access over, across and through the PROPERTY, for the GOVERNMENT to perform periodic sampling of existing potable water wells located on the PROPERTY and more fully described in the description attached hereto as Exhibit "B" and made a part hereof, as necessary as part of the Department of Defense's ongoing Long Term Monitoring Program at the former Defense Fuel Support Point, Casco Bay. GOVERNMENT shall offer to provide, whenever practicable before each sampling event, written notice to the GRANTEE.

2. **Notice of Environmental Condition:** Information concerning the environmental condition of the PROPERTY is contained in the document known as Environmental Baseline Survey (EBS) Naval Family Housing at Harpswell, Maine dated February 2000, Supplemental Environmental Baseline Survey (EBS) Naval Family Housing at Harpswell, Maine dated December 2004, and the Finding of Suitability to Transfer (FOST) dated 03 February 2005, 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.

3. **Covenant required by Title 42, United States Code at Section 9620(h)(4)(D):** In accordance with the requirements and limitations contained in *Title 42, United States Code at Section 9620(h)(4)(D)(i)*, the GOVERNMENT hereby warrants that –

(a) any 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.

4. **Reservation of Access required by Title 42, United States Code at Section 9620(h)(4)(D):** In accordance with the requirements and limitations contained in *Title 42, United States Code at Section 9620(h)(4)(D)(ii)* 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, test-pitting, borings 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 the PROPERTY and (b) any disruption or disturbance of the use and enjoyment of the PROPERTY.

**5. Lead-Based Paint:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all Federal, State, and local laws relating to lead-based paint in its use and occupancy of PROPERTY (including demolition and disposal of existing improvements). The GRANTEE shall hold harmless and indemnify the GOVERNMENT from and against any and all loss, judgment, claims, demands, expenses, or damages of whatever nature or kind which might arise or be made against the GOVERNMENT as a result of lead-based paint having been present on PROPERTY herein described. Improvements on the PROPERTY were constructed prior to 1978 and, as with all such improvements, a lead-based paint hazard may be present.

In addition, the GRANTEE on behalf of itself, its successors and assigns hereby acknowledges the following notice as required by 40 CFR §745.113 as follows:

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”

**6. Presence of Asbestos:** The GRANTEE, its successors and assigns, are hereby warned and do acknowledge that certain portions of the improvements on PROPERTY subject to this Quitclaim Deed contain asbestos-laden materials. The GRANTEE, by acceptance of this Quitclaim Deed, covenants and agrees, for itself, its successors and assigns, that in its use and occupancy of PROPERTY (including demolition and disposal of existing improvements) it will comply with all Federal, State and local laws relating to asbestos and that the GOVERNMENT assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE’s successors, assigns, employees, invitees, or 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 PROPERTY, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Section 102-75.335 of the Federal Management Regulations, attached hereto as Exhibit "C" and made a part hereof, contains complete warnings and responsibilities relating to asbestos-laden materials.

7. **Covenant and Restriction on Water Supply Wells:** The GRANTEE, its successors and assigns are hereby on notice that as identified in the aforementioned FOST, previous sampling of the groundwater revealed contamination by volatile organic compounds or coliform. Water treatment systems were installed in the housing units to remove the contaminants. After the units were vacated, the treatment systems were deactivated and removed. The GOVERNMENT assumes no continued responsibility for the aforementioned water treatment systems. GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that prior to allowing groundwater to be drawn from the water supply wells to be used or made available for human consumption, that GRANTEE shall ensure that there is no unacceptable risk to human health, and if necessary, will install an appropriate necessary water treatment system.

8. **FAA Construction:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that all construction, alterations, or improvements on the 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.

9. **Non-Discrimination:** The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the PROPERTY hereby conveyed, or any part thereof, that the said GRANTEE and such 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 the 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 the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

10. **AS IS, WHERE IS:** Except as expressly provided for in this Quitclaim Deed, or as a matter of law, the 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, Stephanie D. Zamorski, 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: Stephanie D. Zamorski  
STEPHANIE D. ZAMORSKI  
Special Assistant for Real Estate  
Real Estate Contracting Officer

WITNESS:

Richard J. Howard  
Richard J. Howard,

**GOVERNMENT ACKNOWLEDGEMENT**

STATE OF MAINE )  
COUNTY OF CUMBERLAND, ss. )

I, the undersigned, a Notary Public in and for the State of Maine, do hereby certify that this day personally appeared before me in the state and county aforesaid, Stephanie D. Zamorski, 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 her free act and deed in such official capacity.

Given under my hand and seal this 14<sup>th</sup> day of September, 2005.

Brenda Cook  
Notary Public

My Commission Expires 12-1-08

Brenda Cook, Notary Public  
State of Maine  
My Commission Expires 12/1/2008

**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 of the Harpswell Neck Fire Department Association, Inc. as evidenced by a deed dated September 14, 1949 and recorded at the Cumberland County Registry of Deeds (CCRD) in Book 1973, Page 333;

Thence N 55° 23' 30" W by and along land of said Harpswell Neck Fire Department Association, Inc. 180.98 feet to a chain link fence;

Thence N 34° 19' 47" E by and along land now or formerly of the Town of Harpswell as evidenced by a deed dated October 22, 2001 and recorded at the Cumberland County Registry of Deeds in Book 16872, Page 236, 168.30 feet to a point;

Thence N 80° 23' 39" E by and along land of said Town of Harpswell 72.60 feet to a point;

Thence S 54° 28' 00" E by and along land of said Town of Harpswell 104.28 feet to a point on the west side of Harpswell Neck Road;

Thence S 27° 42' 00" W by and along Harpswell Neck Road 156.04 feet to an iron rod set;

Thence S 28° 27' 00" W by and along Harpswell Neck Road, 62.70 feet to the point of beginning.

Said parcel contains .82 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 at the Cumberland County Registry of Deeds in Book 2111, Page 426.

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 and recorded at said Registry in Plan Book 201, Page 440.

**EXHIBIT "B"**  
**DESCRIPTION**

Beginning at a point in the southwest corner of the Casco Bay Housing Area parcel, thence and with said housing parcel's westerly property line N 34 19' 47" E an approximate distance of 12' to a point, thence turning easterly at a right angle an approximate distance of 9' to the approximate center of the first potable water well, thence returning to the same 12' point in the westerly property line and continuing N 34 19' 47" E an approximate distance of 92' to a point, thence turning easterly at a right angle an approximate distance of 25' to the approximate center of the second potable water well.

**EXHIBIT "C"**

**CODE OF FEDERAL REGULATIONS  
TITLE 41 – PUBLIC CONTRACTS AND PROPERTY MANAGEMENT  
SUBTITLE C – FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM  
CHAPTER 102 – FEDERAL MANAGEMENT REGULATION  
PART 102-75 – REAL PROPERTY DISPOSAL**

**§ 102-75.335 Provisions relating to asbestos.**

Where the existence of asbestos on the property has been brought to the attention of the disposal agency by the Report of Excess Real Property (Standard Form 118) information provided (see §102-75.125), the disposal agency must incorporate this information (less any cost or time estimates to remove the asbestos-containing materials) into any offer to purchase and conveyance document and include the following wording:

**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.