

Presque Isle Skyspot LN

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QUITCLAIM DEED *May E. Benoit*

PREAMBLE

This DEED is made this 16th day of July, 1999, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, ("GRANTOR") pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), Public Law No. 81-152, 63 Stat. 377, 40 U.S.C. §471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, Public Law No. 96-88, 93 Stat. 668, 20 U.S.C. §3401 et seq., and the University of Maine System, having its principal offices at 107 Maine Avenue, Bangor, Maine ("GRANTEE").

I. RECITALS

1. By letter dated November 28, 1998 from the Department of the Air Force, Air Force Base Conversion Agency, certain Federal surplus real property located in Presque Isle, Aroostook County, Maine, known as a portion of the former Presque Isle Family Housing Unit, a detached housing site associated with Loring Air Force Base, and consisting of approximately 6.44 acres of land and improvements, more or less, ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit allowance, and proposes to use the Property for certain

Alvin James Base Conversion Agency Director

REGISTRY OF DEEDS
AROOSTOOK SS.
Houlton, ME.

A TRUE COPY FROM
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ATTEST *Ruth Holmes*

educational purposes as detailed in its February 22, 1994 application ("Application").

3. The Department of the Air Force, Air Force Base Conversion Agency has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE at 100 per cent public benefit allowance, and GRANTOR has accepted the offer of GRANTEE.

II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described:

Parcel VA-1

BEING A CERTAIN LOT OR PARCEL OF LAND, together with all improvements thereon, situated on the southerly side of Skyway Street in Presque Isle, Aroostook County, Maine, and being Parcel VA-1 according to a plat of survey entitled: Standard Boundary Survey, Property to be conveyed by the Air

Force Base Conversion Agency, Presque Isle Housing Unit on Edgemont Drive in Presque Isle, Maine, Sheet 3A of 8, and recorded in the Southern District of the Aroostook County Registry of Deeds in Book of Plans 39, Page 91A, and being further bounded and described as follows, to wit:

1. Commencing at (1) a 3/4 inch iron pin found at the intersection of the easterly line of Edgemont Drive and the southerly line of Skyway Street and being the northwest corner of Lot A (Wherry Housing Area) as reserved from Book 849, Page 360, said pin also being the northwest corner of Parcel VB according to the aforesaid plan of survey;
2. Thence on a former Presque Isle Air Force Base Grid North bearing South 80°02' East along the southerly line of Skyway Street (formerly State Route 227) 236.1 feet to (2) an iron pipe set and being the true point of beginning, said pipe also being the northeast corner of Parcel VB,
3. Thence South 80°02' East along the southerly line of Skyway Street (formerly State Route 227) 146.9 feet to (6) a 1/2 inch iron pipe found;
4. Thence South 80°02' East along the southerly line of Skyway Street (formerly State Route 227) 374.9 feet to (7) an iron pipe set;
5. Thence South 76°35' East along the southerly line of Skyway Street (formerly State Route 227) 159.7 feet to (8) an iron pipe set at the northwest corner of Skyway Trailer Park;
6. Thence South 5°06' East along the land of Skyway Trailer Park as recorded in Book 2297, Page 105, 317.0 feet to (33) an iron pipe to be set at the northeast corner of Parcel VA-2;
7. Thence South 79°57' West along Parcel VA-2, 291.2 feet to (34) an iron pipe to be set;
8. Thence North 85°29' West along Parcel VA-2, 151.0 feet to (13) an iron pipe set;
9. Thence North 85°29' West along Parcel VC, 252.6 feet to (3) an iron pipe set;

10. Thence 0°57' West along Parcel VB, 462.3 feet to (2) the point of beginning.

Containing 6.44 acres.

All iron pipes are set 1 inch by 36 inch black iron pipe set flush with the ground with a yellow identification cap #1219 affixed to the top.

Meaning and intending to hereby convey a part, and only a part of the same premises as were conveyed to the United States of America by Stanley G. Beckwith and Phyllis A. Beckwith by deed dated September 23, 1943, and recorded in the Southern District of the Arcostook County Registry of Deeds in Vol. 541, Page 207, reference thereto being made and had.

Included in this conveyance is a certain right-of-way easement to said Grantee herein, its successors and assigns, together with others having the same right, to use Northern Road, so-called, and Skyspot Drive, so-called, for ingress and egress from Edgemont Drive, so-called, to said Parcel VA-1, for all foot persons and vehicles as a public access and right-of-way, which right of way is shown on Sheet 4 of 8 according to said plan recorded in said Registry in Book of Plans 39, Page 84B.

Also included in this conveyance is the sewer line(s) existing within the boundaries of said Parcel VA-1, as shown on Sheet 6 of 8 of said Plan.

Also conveying to said Grantee, its successors and assigns, together with others having the same right, all of Grantor's right, title and interest in and to the use of the sewer line that reserved to the said Grantor in its conveyance to David N. Armstrong by deed dated January 22, 1982, and recorded in said Registry in Vol. 1996, Page 137, reference thereto being made and had.

Also conveying to said Grantee, its successors and assigns, the right to connect with the sewer system utility that was conveyed to the City of Presque Isle by said Grantor, by deed dated November 19, 1998, and recorded in said Registry in Vol. 3209, Page 263, that lies within said Parcel VC and

Parcel VD according to Sheet 6 of 8 of said Plan, in the event the said Grantee, University of Maine at Presque Isle (UMPI), decides at some future date that it would be to its best interest to do so, rather than utilize the sewer line that was reserved in the deed to David N. Armstrong, as aforementioned. Provided, said Grantee assumes all expense in doing so and complies with all the requirements and regulations of the Presque Isle Sewer District. And in order for such connection to be made, the said Grantee is hereby granted an easement of sufficient width and length over, upon and under that portion of Parcel VC to enable such connection to be made and maintained. Such connection line shall be accomplished in accordance with the approval of and the standards established by the Presque Isle Sewer District. The location of such connecting lines shall be as determined and required by the Presque Isle Sewer District.

Excluded from this conveyance are all Water Utilities and/or Electrical and Communication Utilities as shown on Sheet 5 and 8 of 8 according to said plan, which utilities have this date been conveyed to the City of Presque Isle. Also ~~excluding from this conveyance are all sewer system utilities as shown on Sheet 6 of 8 of said Plan, other than that portion thereof conveyed to said Grantee herein above lying within the boundaries of Parcel VA-1.~~

EXCEPTING AND RESERVING FROM PARCEL VA-1, herein above described and herein conveyed, the following easements, given by said Grantor to the City of Presque Isle, as aforementioned:

(1) A Water System Utility Easement concerning the water system as shown on Sheet 5 of 8, of the aforementioned plan, which Sheet 5 is recorded in said Registry in Book of Plans 39, Page 85A, reference thereto being made and had;

(2) An Electrical and Communications System Utility Easement concerning the electrical and communications system as shown on Sheet 8 of 8, of the aforementioned plan, which Sheet 8 is recorded in said Registry in Book of Plans 39, Page 86B.

ALSO EXCEPTING AND RESERVING FROM SAID PARCEL VA-1, a perpetual sewer line easement to Maine School Administrative District No. 1, its successors and assigns, over, under and

across Parcel VA-1, according to said plan, Sheet 6 of 8 and as noted on said Sheet 6 of 8, referred to as No. 4, 6 and 7 of the General Notes thereon; said easement shall be twenty (20) feet in width, [ten (10) feet on either side of the center line as shown on said plan] extending easterly from the southerly side of Skyway Street, so-called, across the northeasterly corner of said Parcel VA-1, according to Sheet 6 of 8 of said Plan, for the purpose of installing, maintaining, repairing, using and replacing pipes and operating a sewer line servicing the facility owned and operated by the said Maine School Administrative District No. 1 and commonly referred to as the "Skyway Middle School". Also excepting the right given to Maine School Administrative District No. 1, this date, to cross over said Parcel VA-1 to enable Maine School Administrative District No. 1 to connect with the sewer line utility owned by the City servicing Parcels VC and VD as set forth in the easement this date given to Maine School Administrative District No. 1 by said Grantor, reference thereto being made and had.

ALSO EXCEPTING AND RESERVING FROM SAID PARCEL VA-1, is the right given this date to the owner of Parcel VC, according to said Plan, to connect with the sewer line that services the buildings on said Parcel VA-1, according to Sheet 6 of 8, and connect with the sewer line that was reserved to said Grantor in its deed to David N. Armstrong dated January 22, 1982, and recorded in said Registry in Vol. 1996, Page 137, as aforementioned. This easement shall pertain only to that portion of the sewer line as shown on said Sheet 6 of 8 that lies adjacent southerly to the line of houses situated on the southerly side of that portion of Northern Road that extends easterly from the intersection of said Northern Road and Crestview Drive, according to said plan, which sewer line was not included in this conveyance given by said Grantor to the City of Presque Isle.

This conveyance is made subject to existing easements for roads and rights-of-way, and utilities and utility rights-of-way.

5. GRANTEE by acceptance of this Quitclaim Deed agrees that the Property is transferred on an "as is, where is"

basis without warranties of any kind either expressed or implied. GRANTEE further agrees that this conveyance is subject to any and all existing easements, rights of way, reservations, and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property, subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used solely and continuously for educational purposes in accordance with the proposed program and plan of GRANTEE set forth in its February 22, 1994 application and for no other purposes. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years GRANTEE will not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as

GRANTOR may authorize in advance in writing.

- (3) One year from the date of this Deed and annually thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of the Property as required by condition subsequent number 1.
- (4) During the above period of thirty (30) years GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization, or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1954, as amended.
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42

U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. § 1681 et seq.; §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions

subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty one (31) years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6,

together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR

101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

12. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following with respect to the Property: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq., including the preparation of environmental impact statements, as required (See 42 U.S.C. §4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Fed. Reg. 43239 (1979) reprinted in 42 U.S.C.A. §4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (1977), reprinted in 42 U.S.C.A. §4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 41 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Fed. Reg. 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

13. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d at seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 at seq.; § Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 at seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another

purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statute or regulation.

14. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alternations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such

noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

15. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR; and
- b. Payment to the UNITED STATES OF AMERICA of a sum of money equal to the fair market value of the property to be released from the conditions subsequent as of the effective date of the abrogation:
 - (1) multiplied by the percentage public benefit allowance granted at the time of conveyance,
 - (2) divided by 360, and
 - (3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

16. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for

purposes other than those designated in condition subsequent 1 above without the prior written consent of GRANTOR, all revenues received therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

17. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

18. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns,

that at all times during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the prior written consent of GRANTOR. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that should an extraction or production of minerals including but not limited to oil, gas, coal, and sulphur on or under the described Property occur during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. The listing of certain minerals shall not cause the doctrine of ejusdem generis to apply. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on or under the Property.

19. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry pursuant to Paragraph 8 above, all right, title and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 6 of this Deed.

20. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set

forth in Paragraph 6 of this Deed, said insurance and all moneys payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid over to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973 (P.L. No. 93-234). Proceeds of such insurance will be used as set forth above.

21. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market

rental value plus reasonable attorneys fees and costs of the GRANTOR in securing the return of the Property.

22. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with respect to any known hazardous substance activity on the subject Property, has been taken and no further remedial action is required at this time. However, any additional remedial action found to be necessary after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the UNITED STATES OF AMERICA. In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the Federal sponsoring agency should be notified immediately and the UNITED STATES OF AMERICA shall be granted access to the property for the purposes of evaluating, investigating and/or remediating such contamination. Additionally, expenditures for environmental restoration projects that are not considered imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination occurring prior to the date of conveyance and unless PRIOR concurrence is obtained from the Federal sponsoring agency in writing.

23. GRANTOR acknowledges and advises that this Property includes facilities which contain asbestos. The Basewide Environmental Baseline Survey (EBS), the Supplemental EBS and the Phase II EBS Final Report disclose the condition (when known) and location of any asbestos.

(a) The GRANTEE is warned that the facilities designated in the Basewide EBS, the Supplemental EBS, and the Phase II EBS Final Report may contain asbestos.

Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in cancer and death.

(b) The GRANTEE is invited, urged, and cautioned to inspect the Property as to its asbestos content and any hazardous or environmental conditions relating thereto.

The Government will assist the GRANTEE in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

(c) No warranties, either expressed 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 the GRANTEE 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 the GRANTEE's application, this assignment, or subsequent conveyances.

(d) The description of the Property set forth in this conveyance or any other information provided therein with respect to said Property is based on the best information available to the U.S. Air Force and is believed to be correct, but any error or omission including, but not limited to, the Agency having custody over the Property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of the GRANTEE's obligations or any claim by the GRANTEE against the Government including, without limitation, any claim for allowance, refund or payment of any kind.

(e) The Government assumes no liability for damages

for personal injury, illness, disability, or death to the GRANTEE or the GRANTEE's successors, assigns, employees, invitees, or any other person subject to GRANTEE's control or direction or to any 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 conveyance, whether the GRANTEE, its successors, or assigns has or have warned or failed to properly warn the individual(s) injured.

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

24. The Buyer/GRANTEE hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 54852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing on the Property described herein constructed prior to 1978; the receipt of available records and reports; receipt of the lead hazard information pamphlet; and inclusion of the 24 CFR Subparts 35H and 745F disclosure and

statutory lead warning language in the Title X Lead Based Paint Disclosure Statement attached and made part of this Deed as Exhibit "A". Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling. The GRANTEE agrees, that in any improvements on this Property defined as target housing by Title X and constructed prior to 1960, LBP hazards will be abated by a certified contractor in accordance with Title X before use and occupancy of such improvements as a residential dwelling (as defined in Title X). The GRANTEE further agrees that in its use and occupancy of the Property it will comply with Title X and all applicable Federal, State, and local laws relating to LBP; and that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death, to the GRANTEE, its successors or assigns, 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 LBP on the Property described in this Deed, whether GRANTEE, its successors or

assigns have properly warned or failed to warn the individual(s) injured.

25. Pursuant to Section 120(h)(4) of the CERCLA of 1980, as amended, 42 U.S.C. Section 9620(h)(4), the GRANTOR has identified the herein described tracts of land as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, known to have been released, or disposed of by the UNITED STATES. The UNITED STATES covenants and warrants that in the event that any response action or corrective action is found to be necessary after the date of conveyance for contamination existing on the land prior to the date of conveyance, such response action or corrective action shall be conducted by the UNITED STATES. The foregoing covenant shall not apply in any case in which the GRANTEE of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

26. The GRANTOR reserves a right of access to any and all portions of the herein described tracts of land for purposes of environmental investigation, remediation or

other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the GRANTOR.

These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of conveyance of the herein described tracts of land, or such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the UNITED STATES and its officers, agents, employees, contractors, and subcontractors shall the right (upon reasonable notice to the GRANTEE or the then owner and any authorized occupant of the Property) to enter upon the herein described tracts of land and conduct investigations and surveys, to include drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

27. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to

all or any part of the Property. All rights and powers reserved to GRANTOR by the Deed may be exercised by any successor in function to GRANTOR, and all references to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education

GRANTOR:

By: 

David B. Hakola, Director
Real Property Group
Office of Management
U.S. Department of Education
Washington, D.C.

GRANTOR ACKNOWLEDGMENT

WASHINGTON)
DISTRICT OF COLUMBIA)

On this 16th day of July, 1999,
personally appeared before me, a Notary Public in and for
the District of Columbia, David B. Hakola, Director, Real
Property Group in the Office of Management, United States
Department of Education, acting for the United States of
America and the Secretary of Education, known to me to be
the same person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same
on the date hereof as his free and voluntary act and deed
for the purposes and consideration therein expressed and
with full authority and as the free act and deed of the
United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at
Washington, D.C., this 16th day of July,
1999.

Randy Goldman
Notary Public



My Commission Expires: 8/31/2003

GRANTEE ACCEPTANCE

The GRANTEE hereby accepts this Quitclaim Deed and
accepts and agrees to all the terms, covenants, conditions
subsequent, and restrictions contained therein.

GRANTEE:

By: *B. Russell Smith*
B. Russell Smith
Treasurer and
Chief Financial Officer
University of Maine System

GRANTEE ACKNOWLEDGMENT

STATE OF MAINE)
COUNTY OF PENOBSCOT)

On this 25th day of August, 1999 personally appeared before me, a Notary Public in and for the State of Maine, B. Russell Smith, Treasurer and Chief Financial Officer of the University of Maine System, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the free act and deed of the University of Maine System.

IN WITNESS WHEREOF, I have set my hand and seal on this 25th day of August, 1999.

Patricia A. Gardner
Notary Public
My Commission Expires: _____



PATRICIA A. GARDNER
Notary Public, Maine
My Commission Expires July 1, 2000

*University of Maine
at Presque Isle*

*Application
for Grant of Federal Real Estate*

1994