

## QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, that the UNITED STATES OF AMERICA (the “Grantor”), acting by and through the Commandant, U.S. Coast Guard, pursuant to 14 U.S.C. § 2945, for and in consideration of [ENTER DOLLAR AMOUNT] does hereby GRANT, GIVE, REMISE, AND RELEASE, without warranty or representation of any kind or nature, express or implied, unto [ENTER GRANTEE], having a mailing address of [ENTER GRANTEE ADDRESS] (the “Grantee”) all such right, title and interest as Grantor has in and to that certain real property known as 9 Ferry Street in the Town of Jonesport, County of Washington in the State of Maine, and as more particularly described in “Exhibit A” attached hereto and incorporated herein (“the Property”), to be used for any purpose authorized by the Act.

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, including those for roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and rights-of-way, and including but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; and any and all other matters of record.

**CONDITION OF PROPERTY.** The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood and agreed that the Property is conveyed ‘as is’ and ‘where is’ without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in any particular condition or fit to be used for any particular purpose. The Grantee, in accepting this Deed, acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

**HAZARDOUS SUBSTANCE ACTIVITY NOTICE AND COVENANTS:** The

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of conveyance. The Grantor further warrants that the United States of America shall take any additional remedial action which is found to be necessary after the date of this conveyance regarding hazardous substances located on the Property. This covenant shall not apply in any case in which the Grantee, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent, but only to the extent, that such additional remedial action, response action or corrective action, or part thereof, found to be necessary is the result of an act or failure to act of the Grantee, its successor(s), or assign(s) or any party in possession after the date of this conveyance that:

- A. results in a release or threatened release of a hazardous substance or its derivative that was not located on the Property on the date of this conveyance; OR
- B. causes or exacerbates the release or threatened release of a hazardous substance or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
- C. causes or exacerbates the release or threatened release of a hazardous substance or its derivative the existence and location of which was unknown by the Grantor and the Grantee as of the date of this conveyance but which is hereafter discovered by the Grantee, its successors or assigns, or any party in possession.

In the event the Grantee, its successor(s), or assign(s) seeks to have the Grantor conduct or pay for any remedial action, response action, or corrective action, and as a condition precedent to the Grantor incurring any obligation or related expenses, the Grantee, its successor(s), or assign(s) shall provide the Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- A. the claimed hazardous substance or its derivative requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the Grantor was required under law applicable at the time of this conveyance; and

- B. the need to conduct any remedial action, response action, or corrective action, or part thereof, is and was not the result of any act or failure to act by the Grantee, its successor(s), or assign(s) or any party in possession.

The Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property. This reservation includes the right of access to and use of 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 this conveyance. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The United States of America shall, to the extent practicable, coordinate any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

**NOTICE AND COVENANT FOR LEAD-BASED PAINT (“LBP”) HAZARDS:**

The GRANTEE, in accepting this Deed, acknowledges that:

- (1) the GRANTOR has disclosed to the GRANTEE the presence of any known lead-based paint, or any known lead-based paint hazards, regarding the Property “Exhibit B”;
- (2) the GRANTOR provided the GRANTEE with any lead hazard evaluation report(s) available to the GRANTOR;
- (3) the GRANTOR provided to the GRANTEE a lead hazard information pamphlet t, as prescribed by the Administrator of the U.S. Environmental Protection Agency under section 406 of the Toxic Substances Control Act; and
- (4) the GRANTOR provided the GRANTEE with a period of at least ten (10) days to conduct a risk assessment or inspection for the presence of lead-based paint hazards before the GRANTEE became obligated under a contract to purchase the Property.

GRANTOR assumes no liability for damages for property damage, personal injury, illness, disability, or death, to 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 lead-based paint on the Property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed to properly warn the individual(s) injured.

GRANTEE, its successors and assigns, covenant and agree that in their use and occupancy of the Property they will comply with all existing Federal, state, local, and any other applicable laws regarding lead-based paint and lead-based paint hazards, such as 24 C.F.R. Part 35 and 40 C.F.R. Part 745, as well as any said laws promulgated in the future.

GRANTEE, its successors and assigns, covenant and agree, that with respect to any improvement located on the Property that is defined as "target housing" by 24 C.F.R. Part 35 and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X (Residential Lead-based Paint Hazard Reduction Act, 42 U.S.C. §§ 4851-4856) before any use of such improvement as a residential dwelling.

GRANTEE, its successors and assigns, further covenant and agree, that with respect to any improvement located on the Property that is defined as "target housing" by 24 C.F.R. Part 35 and constructed prior to 1960, GRANTEE, its successors and assigns, will not occupy such improvement, or allow or cause such improvement to be occupied, unless and until the GRANTOR concurs in writing that all lead-based paint hazards have been abated.

GRANTEE, its successors and assigns, hereby further covenant and agree that any future transfer or conveyance of the Property shall include these covenants unless and until the GRANTOR concurs in writing that all lead-based paint hazards have been abated.

GRANTOR'S concurrence that all lead-based paint hazards have been abated shall not be unreasonably withheld if the GRANTEE, its successors or assigns, at no cost to GRANTOR,

demonstrates that all lead-based paint hazards have been abated in accordance with all applicable laws and regulations and at least the following requirements:

- (1) before commencement of on-site preparation activities for abatement, GRANTEE makes current any risk assessment provided by the GRANTOR if more than 12 months have elapsed since the risk assessment was prepared or, in the absence of a risk assessment provided by the GRANTOR, makes a lead-based paint hazard risk assessment;
- (2) following abatement activities, GRANTEE obtains a clearance examination, in accordance with applicable regulations, and conducted by a person certified to perform risk assessments or lead-based paint inspections, which examination must show that the clearance samples meet the standards set forth in 24 C.F.R. Part 35 Subpart R;
- (3) following abatement activities, GRANTEE obtains a clearance report, in accordance with applicable regulations, prepared by a person certified to perform risk assessments or lead-based paint inspections pursuant to 40 C.F.R. § 745.227; and
- (4) GRANTEE provides GRANTOR with copies of any and all clearance examination(s) and clearance report(s).

GRANTEE, its successors and assigns, further agree to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to, the presence of lead-based paint hazards on the Property, any related abatement activities, or the disposal of any material from an abatement process.

These covenants shall remain and run with the land in perpetuity and shall be enforceable by the GRANTOR, the State or Commonwealth in which the Property is located, or both. The GRANTOR hereby reserves to itself and to the State or Commonwealth in which the Property is located, and their respective officials, agents, employees, contractors, and subcontractors, an easement for ingress to, egress from, and access to the Property in, on, over, through, and across the Property to verify compliance with these covenants by the GRANTEE, its successors and assigns.

## **NOTICE OF THE POTENTIAL PRESENCE OF ASBESTOS:**

- (a) The Grantee is advised that the Property may contain 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) Grantee is invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to conveyance. The Grantor will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee 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 this conveyance document 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 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 Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees,

licensees, or any other person subject to Grantee'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 conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to 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.

TO HAVE AND TO HOLD the premises above described and mentioned, and hereby intended to be conveyed, together with all the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use, benefit, enjoyment, and behoove forever of the GRANTEE, his heirs and assigns, forever, SUBJECT as aforesaid.

WITNESS the following signature and seal

United States of America  
Acting by and through the  
Commandant of the United States Coast Guard

By: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(Name)

State of Rhode Island )  
County of Kent ) To wit

I hereby certify that on the \_\_\_\_ day of DATE, before the subscriber, a Notary Public in and for the State of Rhode Island, County of Kent, personally appeared \_\_\_\_\_, on behalf of the United States of America, did acknowledge the foregoing instrument to be the act and deed of the United States of America.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

SEAL

My commission expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**Exhibit A**  
**LEGAL DESCRIPTION**

From deed recorded June 30, 2006 (Book 3161, Page 104) – Washington County Registry of Deeds:

A certain lot or parcel of land, with all buildings thereon, situated in the Town of Jonesport, County of Washington, and the State of Maine, and being more particularly described as follows:

A certain lot or parcel of land together with any and all structures and improvements situated thereon situated in Jonesport, Washington County, Maine and being the same premises as described in a deed from Wanda Gail Bradford to Ronald M. Rogowski and Sharon M. Rogowski, dated December 7, 1999 and recorded in Book 2396, Page 75 of the Washington County, Maine, Registry of Deeds in which deed said premises are bounded and described as follows, to wit:

Commencing at a telephone pole on the bank near the seashore of Moosebec-Reach, said telephone pole being eighty-five (85) feet West from the westerly line of land formerly owned by the late Jeremiah B. Norton; thence northerly one hundred sixty (160) feet by and with the Town Road (now Ferry Street), thence westerly sixty five (65) feet, thence southerly one hundred twenty-four feet to a post near the shore, thence southeasterly seventy-four (74) feet by and with the course of a cement abutment to a telephone pole at the place of beginning.

**TAX PARCEL ID/ASSESSOR'S PARCEL NO.**

Town of Jonesport, Maine Tax Map 12, Lot 105

Containing 0.21 acres, more or less.

## Exhibit B

### HAZARDOUS SUBSTANCE ACTIVITY NOTICE

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice of the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken.

Hazardous substance	CASRN	RCRA/EP A HW#	Storage, release or disposal	Time of storage release or disposal	Quantity	Remedial action taken (if any)
Lead	7439-92-1	D008	Release	Chronic release from exterior	Unknown	8.69 tons of lead based paint impacted soils were excavated and properly disposed on June 20, 2017. Confirmation samples were based off of the original Phase I I EDDA and confirmed remaining soil lead exposure limit of below 400 mg/kg.