

**RECORDATION REQUESTED
BY/RETURN TO:**

(Buyer's name and address here)

FOR RECORDER'S USE ONLY

DEED

KNOW ALL BY THESE PRESENTS, that the UNITED STATES OF AMERICA, acting by and through the Administrator of the General Services Administration (the "Grantor"), under and pursuant to the powers and authority contained in the provisions of the Property Act (116 Stat. 1062, 40 USC 543), and the regulations and orders promulgated thereunder, having an address of General Services Administration, New England Region, Thomas P. O'Neill Federal Building, 10 Causeway Street, Boston, Massachusetts 02222, for and in consideration of _____ (\$____) does hereby GRANT, GIVE, REMISE, AND RELEASE, without warranty or representation of any kind or nature, express or implied, unto _____, with a mailing address _____ (the "Grantee") all such right, title and interest as Grantor has in and to that certain real property, with the improvements thereon, located at 231 GUNGYWAMP ROAD, TOWN OF GROTON, NEW LONDON COUNTY, CT 06340, commonly known as FORMER SHEPHERD OF THE SEA BUILDING (B-1001) AND NAVY HOUSING COMMUNITY CENTER BUILDING (B-1004), and as more particularly described in [Exhibit A](#) attached hereto and incorporated herein ("the Property").

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.

EASEMENTS AND RESERVATIONS.

(a) The Property is being 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; any state of facts that an accurate and adequate survey of such property would disclose; and any and all other matters of record

(b) Grantor hereby reserves for itself and its successors and assigns a perpetual easement in, upon, across and over the shaded portion of Property shown on Exhibit B attached hereto (the “Easement Area”) for the purpose of servicing, maintaining, locating, operating, repairing and replacing the existing underground water line, and any and all associated equipment as it now exists in, under and through the Property. The Grantor reserves the right to excavate, as may be reasonable and necessary, to service, maintain, repair, reconstruct, remove or replace the water line. Grantor shall, subject to the availability of appropriated funds, properly backfill any excavation and restore the surface of the Easement Area to the same condition as before any such work began. Grantor shall provide reasonable notice to Grantee prior to accessing the Easement Area for the purposes described herein and, and Grantor shall make every reasonable effort not to interfere with Grantee’s use of the Easement Area. Grantee may not interfere with or allow interference in any manner with the water line or associated equipment located in the Easement Area without express written permission from the Department of Navy.

NOTICE & COVENANT REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and 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 Grantor gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation

includes the right of access to and use of available utilities at reasonable cost to 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, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property.

Pursuant to this reservation, the Grantor, 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. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

COVENANT AND INDEMNIFICATION REGARDING THE PRESENCE OF LEAD

BASED PAINT. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvement on the Property are converted to residential use, the Grantee covenants and agrees that in its use and occupancy of such Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that United States 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 properly to warn the individual(s) injured. Grantee further agrees to indemnify, defend and hold harmless the United States of America 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 hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

The Grantee further covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property.

ASBESTOS-CONTAINING MATERIALS. The Grantee, by acceptance of this Deed, acknowledges that it has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee, by acceptance of this deed, acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

- a) The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. 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) The Grantee is 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 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 Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.

- d) The description of the Property as set forth herein and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
- e) Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, 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 sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f) Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

HISTORIC PRESERVATION. Pursuant to Section 106 of the National Historic Preservation Act, the portion of the Property known as the Sheperd of the Sea Chapel (Building 1001) will be subject to the following historic preservation covenants.

- 1) Grantee shall maintain and preserve Building 1001 in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Preservation (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the building eligible for inclusion in the National Register of Historic Places.

- 2) When rehabilitation is the appropriate treatment, Grantee shall rehabilitate Building 1001 in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the building are planned.
- 3) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize Building 1001 shall be preserved.
- 4) Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of Building 1001 shall be reviewed and approved by the SHPO in consultation with the Secretary of the Interior for consistency with The Secretary of the Interior's Standards for Treatment of Historic Properties.
- 5) The SHPO shall be permitted at all reasonable times to inspect Building 1001 in order to ascertain if the above conditions are being observed.
- 6) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of any interest or estate whatsoever in Building 1001.
- 7) The failure of the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- 8) The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

9) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land. All the covenants, conditions, restrictions and obligations described are binding upon the Grantee and its heirs, successors and assigns.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to said Grantee.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services has caused these presents to be duly executed for and in its name and behalf by Glenn C. Rotondo, Regional Commissioner, Public Buildings Services, General Services Administration New England Region who have this ____ day of _____, 20__ hereunto set their hands and seals.

UNITED STATES OF AMERICA
By and through the Administrator of
the General Services Administration

Witnesses:

By: _____
GLENN C. ROTONDO
Regional Commissioner
Public Buildings Service
General Services Administration
New England Region, Boston MA

ACKNOWLEDGEMENT

Commonwealth of Massachusetts)
County of Suffolk) ss.

In Boston, in said County and State, on this ___ day of ____, 20__ before me personally appeared Glenn C. Rotondo, Regional Commissioner, Public Buildings Service, General Services Administration, Boston, Massachusetts, duly empowered and authorized, proved to me through satisfactory evidence of identification, which was a U.S. General Services Administration Identification Card, to be the persons whose names are signed on the preceding instrument and by them duly executed, to be their free act and deed in their capacity as Regional Administrator and Regional Commissioner, Public Buildings Service, General Services Administration, Boston, Massachusetts.

Carol H. Chirico, Notary Public
My commission expires 11/2/2023

EXHIBIT A

PROPERTY DESCRIPTION

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE EAST SIDE OF BRIAR HILL ROAD WITH THE NORTH SIDE OF GUNGYWAMP ROAD;

THENCE S 82°-35'-59" E ACROSS GUNGYWAMP ROAD A DISTANCE OF 320.67' **TO THE POINT OF BEGINNING;**

THENCE N 79°-46'-46" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 64.66' TO A POINT;

THENCE N 63°-18'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 152.74' TO A POINT;

THENCE N 71°-26'-56" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 99.99' TO A POINT;

THENCE N 73°-37'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 150.10' TO A POINT;

THENCE N 76°-43'-46" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 39.54' TO A POINT;

THENCE N 78°-55'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 46.36' TO A POINT;

THENCE N 80°-18'-26" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 56.37' TO A POINT;

THENCE N 73°-42'-56" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 54.46' TO A POINT;

THENCE N 85°-28'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 141.04' TO A POINT;

THENCE S 86°-45'-24" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 138.73' TO A POINT;

THENCE N 83°-32'-36" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 41.08' TO A POINT;

THENCE N 89°-01'-36" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 49.41' TO A POINT;

THENCE N 77°-59'-46" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 26.91' TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF OTHER LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA;

THENCE S 13°-22'-46" E BOUNDED EASTERLY BY SAID OTHER LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 329.64' TO A POINT;

THENCE S 18°-39'-34" E BOUNDED EASTERLY BY OTHER LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 220.40' TO A POINT;

THENCE S 10°-39'-37" E BOUNDED EASTERLY BY OTHER LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 136.65' TO A POINT;

THENCE S 73°-49'-47" W BOUNDED SOUTHERLY BY OTHER LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 242.12' TO A POINT;

THENCE N 42°-48'-34" W THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 84.95' TO A POINT;

THENCE N 66°-51'-23" W THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 436.67' TO A POINT;

THENCE S 72°-37'-13" W THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 439.51' TO A POINT;

THENCE N 11°-48'-12" W THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 426.26' **TO THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS APPROXIMATELY 584,303± SQUARE FEET (13.41376± ACRES).

EXHIBIT B

EASEMENT AREA DESCRIPTION

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE EAST SIDE OF BRIAR HILL ROAD WITH THE NORTH SIDE OF GUNGYWAMP ROAD;

THENCE S 82°-35'-59" E ACROSS GUNGYWAMP ROAD A DISTANCE OF 320.67' TO A POINT;

THENCE N 79°-46'-46" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 64.66' TO A POINT;

THENCE N 63°-18'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 152.74' TO A POINT;

THENCE N 71°-26'-56" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 99.99' TO A POINT;

THENCE N 73°-37'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 150.10' TO A POINT;

THENCE N 76°-43'-46" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 39.54' TO A POINT;

THENCE N 78°-55'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 24.64' **TO THE POINT OF BEGINNING;**

THENCE N 78°-55'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 21.72' TO A POINT;

THENCE N 80°-18'-26" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 8.29' TO A POINT;

THENCE S 11°-50'-13" E RUNNING THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 15.45' TO A POINT;

THENCE N 76°-40'-59" E RUNNING THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 56.62' TO A POINT;

THENCE N 78°-08'-03" E RUNNING THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 173.00' TO A POINT;

THENCE N 85°-28'-16" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 12.74' TO A POINT;

THENCE S 86°-45'-24" E BOUNDED NORTHERLY BY A CERTAIN "PERPETUAL EASEMENT IN GUNGYWAMP ROAD" DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 108.85' TO A POINT;

THENCE S 78°-08'-03" W RUNNING THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 290.34' TO A POINT;

THENCE S 76°-40'-59" W RUNNING THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 87.03' TO A POINT;

THENCE N 11°-50'-13" W RUNNING THROUGH LAND NOW OR FORMERLY OF UNITED STATES OF AMERICA A DISTANCE OF 46.83' **TO THE POINT OF BEGINNING;**

SAID EASEMENT CONTAINS APPROXIMATELY 10,135± SQUARE FEET (0.232667± ACRES).

SURVEY MAP
Insert Survey Here

DRAFT