

SAMPLE QUITCLAIM DEED

STATE OF TEXAS)
)
COUNTIES OF NUECES)
AND SAN PATRICIO)

QUITCLAIM DEED FOR INGLESIDE EMR

This **DEED** is made this _____ day of _____, 2011, by the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, (the “GRANTOR”) in favor of (**The Winning Bidder**), (the “GRANTEE”),

Recitals:

WHEREAS:

A. In response to GRANTOR’s Invitation For Bids No. N47692-11-RP-11X03, GRANTEE offered to purchase a portion of the former Naval Station Ingleside (NSI) which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; “Base Closure Act”) and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at NSI to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has found and determined that the property at NSI to be conveyed to GRANTEE is suitable for transfer pursuant to a Finding of Suitability for Transfer (“FOST”) dated 14 April 2010; and

NOW THEREFORE, the GRANTOR, for good and valuable consideration in the sum of (insert dollar amount), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR’s right, title and interest in and to that certain real property, comprising approximately 155.47 acres, more or less (hereinafter “Property”), as more particularly described as the Electromagnetic Reduction Facility in **EXHIBIT “A”** attached hereto and made a part hereof.

1. TOGETHER WITH all of the GRANTOR’s right, title and interest in and to:

1.1 All buildings, facilities, roadways, utility systems, and other improvements and infrastructure on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity;

2.1 The GRANTEE hereby accepts conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances pertaining to the property,

2.2 A FOST has been completed and an Environmental Condition of Property (ECP) report is referenced in the FOST. The FOST and the ECP reference environmental conditions on the Property and the ECP references environmental conditions on other property not subject to this Deed. GRANTEE acknowledges that it has received copies of the ECP and FOST; that it is aware of the notifications therein; and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed “as is” and “where is” without any representation, promise, agreement, or warranty on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. GRANTEE further acknowledges that the GRANTOR shall not be liable for any latent or patent defects in the Property except to the extent required by applicable law.

2.4 CERCLA Notices And Covenants:

2.4.1. GRANTOR covenants that in accordance with CERCLA Section 120(h)(4)(D)(i), that any additional remedial action found to be necessary after the date hereof shall be performed by the United States of America.

2.4.2. **Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(ii):** The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling,

boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its right under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2.4.3. Asbestos Containing Materials Disclosure and Acknowledgment: GRANTEE hereby acknowledges that asbestos containing materials (ACM) may exist in the buildings and structures at the PROPERTY. Any existing ACM is considered in compliance with applicable laws, regulations, and standards and does not currently pose a threat to human health and the environment. An Asbestos Containing Materials Hazard Disclosure and Acknowledgement Statement is provided as **EXHIBIT "B"** to this Quitclaim Deed.

2.4.4. Covenant and Restriction regarding Grantee compliance with Health and Safety Plan: GRANTEE covenants that it shall comply or require its lessees and licensees to comply with the provisions of any Health and Safety Plan provided in advance to GRANTEE by the GRANTOR in order for the GRANTOR to comply with applicable legal requirements in connection with any necessary future environmental investigative and/or remedial activities to be undertaken by the GRANTOR on the PROPERTY. GRANTEE and its lessees and licensees shall have no claim against GRANTOR, or its officers, employees, agents, and contractors on account of any business disruption or economic loss resulting from such compliance.

2.5 **Floodplain Notification:** To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order 11988, Floodplain Management, dated May 24, 1977, construction, development and other uses of that portion of the Property could be restricted by the standards and criteria of the National Flood Insurance Program of the Federal Emergency Management Agency, or other applicable regulations.

2.6 **Covenant regarding Non-Discrimination:** GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the Property, 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 Property used primarily for religious purposes. The United States of America 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.

3. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity.

4. NOTICES: Notices shall be deemed sufficient under this Deed if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

GOVERNMENT: Director
Navy BRAC Program Management Office Southeast
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

GRANTEE: Insert Winning Bidder(s) Contact info.

5. EXHIBITS. The following exhibits are attached hereto and made a part of this Quitclaim Deed:

- 5.1. Exhibit "A" Plat and Legal Description of Property
- 5.2. Exhibit "B" ACM Hazard and Advisory Statement

[Signature Page Follows]

EXECUTION

IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto him as a Real Estate Contracting Officer for the United States of America, has hereunto executed this Quitclaim Deed the day and year first written above.

EFFECTIVE the _____ day of _____, 2011.

UNITED STATES OF AMERICA
Acting by and through the Department
of the Navy

WITNESS:

By: _____
Real Estate Contracting Officer

Printed Name:

Printed Name:
Department of the Navy
BRAC PMO

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On _____, before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity, upon behalf of which he acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

ACCEPTANCE AND ACKNOWLEDGMENT

The GRANTEE hereby accepts this Deed, acknowledges receipt of the documents described herein and agrees to be bound by all of the agreements, covenants, conditions and restrictions contained herein.

BY: _____
(insert Name)
(insert title)

Date: _____