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Bk: 70330 Pg: 401 Doc: DEED
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QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, that the UNITED STATES OF AMERICA (the "Grantor"), acting by and through Commandant, U.S. Coast Guard, pursuant to 14 U.S.C. § 685, for and in consideration of **THREE MILLION SIX HUNDRED SIXTY SIX THOUSAND DOLLARS (\$3,660,000)** does hereby GRANT, with QUITCLAIM COVENANTS, unto DB5 DEVELOPMENT GROUP, LLC, a Massachusetts limited liability company, having a mailing address of 9 Wildwood Road, Middleton, Massachusetts 01949 (the "Grantee") all such right, title and interest as Grantor has in and to that certain real property known as USCG Housing Wakefield, Town of Wakefield, County of Middlesex in the Commonwealth of Massachusetts, and as more particularly described in "Exhibit A" attached hereto and incorporated herein ("the Property").

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. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4), the Grantor hereby gives notice that no hazardous substances or petroleum products or its derivatives are known to have been released, or disposed of on the Property.

Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), the Grantor

Theodore C. Regnante, Esq
Regnante Sterio & Osborne LLP
401 Edgewater Place, Suite 630
Wakefield, MA 01880

Tarrant Ln. Wakefield

warrants that any remedial action, response action or corrective action found to be necessary after the date of this conveyance shall be conducted by the United States of America. 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 either:

A. Results in a release or threatened release of a hazardous substance or a petroleum product 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 a petroleum product 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.

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 petroleum product 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.

Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), the Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property or on adjoining 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, 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 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;
- (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, 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 LEAD IN SOIL

The results of soil sampling performed around the exterior of the housing units indicated that no exceedances of the US EPA Residential Soil Limit (RSL) for lead were identified. The lead in soil sampling results around the exterior of the structures at 16 Tarrant Lane and 20 Tarrant Lane indicated that lead was present in surface soils at concentrations in excess of the Massachusetts Department of Environmental Protection (MassDEP) Reportable Concentration for Soil (RCS-1) standard of 200 mg/kg. Additional soil sampling was conducted at these properties at locations further from the structures and at greater depths. Detected concentrations of lead in soil are below the MassDEP published background level of 100 mg/kg for lead in natural soil and are presumed to be the result of historic lead paint. Lead in soil was not detected at other locations. Lead impacts to surface soils, therefore, are not considered a recognized environmental condition for the Property. Additional information is available upon request.

NOTICE OF THE PRESENCE OF ASBESTOS

- (a) The Grantee is advised that the Property appears to 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.
- (c) Grantee is invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions 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. 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.
- (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 for any claim by the Grantee against the Grantor.
- (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:

Georges Bockstaël
Georges Bockstaël, Lead Realty Specialist
U.S. Coast Guard, SILC DD Providence

Witness:

William G Shepherd
William G Shepherd
(Name)

STATE OF RHODE ISLAND

County of Kent, RI)

On this 14th day of November, 2017, before me, the undersigned notary public, personally appeared GEORGES BOCKSTAEL, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged the foregoing instrument to be the free act and deed of the United States of America acting by and through the Commandant of the United States Coast Guard to me, and that he signed it voluntarily for its stated purpose on behalf of the United States of America acting by and through the Commandant of the United States Coast Guard.

Susan E. Packer

Notary Public

My Commission Expires: 5/13/2018

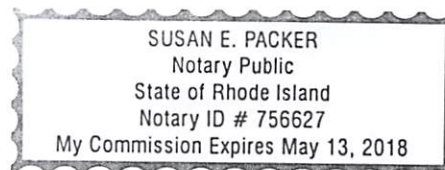


Exhibit A

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERLY HIGHWAY LINE OF ROUTE 128 (I-95) AND THE EASTERLY SIDE OF HOPKINS STREET;

THENCE N 42°01'49" W ALONG THE EASTERLY SIDE OF HOPKINS STREET A DISTANCE OF 20.85' TO A POINT;

THENCE N 20°07'08" W ALONG THE EASTERLY SIDE OF HOPKINS STREET A DISTANCE OF 162.80' TO A POINT;

THENCE N 32°43'08" W ALONG THE EASTERLY SIDE OF HOPKINS STREET A DISTANCE OF 18.55' TO A POINT;

THENCE N 43°01'38" W ALONG THE EASTERLY SIDE OF HOPKINS STREET A DISTANCE OF 72.15' TO A POINT;

THENCE N 50°01'53" W ALONG THE EASTERLY SIDE OF HOPKINS STREET A DISTANCE OF 232.58' TO A POINT;

THENCE N 79°39'42" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF LEGACY PARK WAKEFIELD ONE LLC A DISTANCE OF 163.48' TO A POINT;

THENCE S 05°13'07" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF LEGACY PARK WAKEFIELD ONE LLC A DISTANCE OF 35.83' TO A POINT;

THENCE N 84°31'11" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF LEGACY PARK WAKEFIELD ONE LLC A DISTANCE OF 330.00' TO A POINT;

THENCE S 05°35'33" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF WAKEFIELD VISTA APARTMENTS LLC A DISTANCE OF 40.00' TO A POINT;

THENCE S 82°00'00" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF WAKEFIELD VISTA APARTMENTS LLC A DISTANCE OF 165.00' TO A CONCRETE BOUND FOUND;

THENCE S 35°20'21" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF WAKEFIELD VISTA APARTMENTS LLC A DISTANCE OF 153.59' TO A CONCRETE BOUND IN THE NORTHERLY HIGHWAY LINE OF ROUTE 128 (I-95);

THENCE ALONG THE NORTHERLY HIGHWAY LINE OF ROUTE 128 (I-95), ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1900.00', A DELTA ANGLE OF 10°15'11", A LENGTH OF 340.00' AND A CHORD DISTANCE OF 339.55' TO A STONE BOUND FOUND;

THENCE S 66°41'00" W ALONG THE NORTHERLY HIGHWAY LINE OF ROUTE 128 (I-95) A DISTANCE OF 150.63' TO A STONE BOUND FOUND;

THENCE S 66°41'00" W ALONG THE NORTHERLY HIGHWAY LINE OF ROUTE 128 (I-95) A DISTANCE OF 4.74' TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.750 ACRES MORE OR LESS AND INCLUDES AREA KNOWN AS TORRANCE LANE.

The above described premises are shown as "Parcel Area 163,363 S.F. 3.750 Acres (United States of America Tract No. C-307)" on a plan entitled "Plan of Land Tarrant Lane Wakefield, MA" Scale: 1" = 30', dated October 12, 2017, drawn by Williams & Sparages Engineers / Planners / Surveyors, Middleton, MA (the "Plan"), which Plan accurately describes the granted premises by metes and bounds. The Plan is recorded with the Middlesex South District Registry of Deeds herewith.

For title see Declaration of Taking, Amendment No. 1, United States District Court Civil Action No. 54-677-M Tract C-307, recorded with the Middlesex South District Registry of Deeds in Book 70287, Page 39.