

Recording requested by
and when recorded mail to:

Prepared by:

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Assistant Regional Counsel
General Services Administration
77 Forsyth Street SW, Suite 600
Atlanta, GA 30303
GSA Control No. 4-D-MD-1130-AA

QUITCLAIM DEED

THIS INDENTURE, made as of this ____ day of _____, 2020, between the THE COMMISSIONERS OF CARROLL COUNTY ("Carroll County"), whose principal office is 225 N. Center Street, Westminster, Maryland 21157, hereinafter referred to as "Grantor," and _____, an individual, whose mailing address is _____, hereinafter referred to as the "Grantee".¹

WITNESSETH

The Grantor, in consideration of _____ received from the Grantee, the receipt and sufficiency of which is hereby acknowledged, does give, grant, quitclaim and convey unto the Grantee, its successors and assigns, in fee simple, without representation or warranty, expressed or implied, except as expressly stated herein, that certain property situated within Westminster, Carroll County, State of Maryland, known as the former Carroll County Memorial U.S. Army Reserve Center and consisting of one parcel of land containing approximately 3.81 acres of land and improvements.

¹ Wherever in this instrument or the terms "Grantee" or "Grantees" are used, they shall be construed to represent either singular or plural, as the case or context may demand. In addition, the singular shall include the plural and the plural the singular where context shall so require. The term "Grantor" refers to Carroll County. The terms "land", or "Property", and the real estate described in Exhibit "A" shall be referred to interchangeably. The parcels or tracts, or areas specified in any attachments shall be indicated and referred to where the case so demands.

IT BEING the same tract or parcel of land conveyed to the Grantor from:

The United States of America by deed dated April 21, 2015 and recorded in the Office of the County Clerk of Carroll County, Maryland in Book 7963, Page 110.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

“AS IS, WHERE IS”

a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee’s representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of Grantor or the United States of America, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property’s conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee’s own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor or the United States of America is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor or the United States of America, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor or the United States of America be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this “as is, where is” provision will be construed to modify or negate the United States of America’s existing obligations under the CERCLA covenant or any other statutory obligations.

SUBJECT TO any and all existing easements, recorded or unrecorded, including but not

limited to rights-of-way for public roads, highways, streets, railroads, electrical transmission lines, waterlines, pipelines, public utilities, including but not limited to the right of ingress and egress, and subject to what a detailed survey and inspection of the premises would reveal.

SUBJECT TO the following restrictions (a)-(f), which affect Parcel "A-1" only:

- (a) Agreement between Laurence Zepp and Joseph B. Boyle, dated May 28, 1900, and recorded among the Land Records of Carroll County in Liber J.H.B. No. 91, folio 119, as to an underground pipe line.
- (b) Easement conveyed by Joseph B. Boyle to Citizens Water and Power Company of Westminster by Deed dated October 8, 1902, and recorded among the Land Records of Carroll County in Liber J.A.B No. 96, folio 356;
- (c) Right-of-Way Agreement by and between C. Willard Stoner, et al., and Consolidated Gas, Electric Light and Power Company of Baltimore, dated May 25, 1954, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 234, folio 210;
- (d) Right-of-Way Agreement by and between Westminster Nurseries and Consolidated Gas, Electric Light and Power Company of Baltimore, dated May 15, 1952, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 212, folio 497;
- (e) Right-of-Way Agreement by and between C. Willard Stoner, et al., and Consolidated Gas, Electric Light and Power Company of Baltimore, dated December 1, 1954, and recorded among the Land Records of Carroll County in Liber E.A.S. No. 241, folio 306;
- (f) A 50-year easement, DACA-31-2-77-443, granted August 16, 1977, to the Carroll County Sanitary Commission for the construction, operation and maintenance of sewers, drains, water pipes and other municipal utilities and services.

SUBJECT TO the following restrictions, covenants, conditions and/or reservations of right set forth in the Quitclaim Deed dated April 21, 2015, conveying the Property from the United States of America to Grantor:

- a) notice 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));
- b) CERCLA covenant in the event of any environmental contamination;
- c) right of access for environmental purposes.

SUBJECT ALSO TO any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, including but not limited to rights-of-way for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and

other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein, and any matters which a current accurate survey would disclose.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its successors and assigns, in fee simple, so that neither the said Grantor nor its assigns (other than the said Grantee), shall at any time claim or demand any right, title, or interest to the said hereinbefore described Property hereby conveyed or its appurtenances.

[Signature pages follow.]

IN WITNESS WHEREOF, the CARROLL COUNTY has caused this Indenture to be executed in its name and on its behalf this the 26th day of June, 2020.

THE COMMISSIONERS OF CARROLL COUNTY



WITNESSES:



REVIEWED BY: G-134
COUNTY ATTORNEY'S OFFICE FOR
CARROLL COUNTY
DATE: 6.26.2020

STATE OF MARYLAND)
COUNTY OF Carroll)

I, the undersigned, a Notary Public in and for the State of Maryland, do hereby certify that this day personally appeared before me in the state and county aforesaid with whom I am personally acquainted, for and on behalf of THE COMMISSIONERS OF CARROLL COUNTY, who acknowledged she executed, signed and delivered the foregoing document dated the 26th day of June, 2020, after being authorized to do so.

Given under my hand and seal this 26th day of June, 2020.



My commission expires: 12/5/2020

[NOTARY SEAL]

ACCEPTANCE

I, _____ the GRANTEE, hereby accept this Quitclaim Deed and by such acceptance agrees to all the terms and conditions thereof.

Executed this _____ day of _____, 2020.

STATE OF _____)
 _____)
 COUNTY OF _____)

I HEREBY CERTIFY, that on this ___ day of _____, in the year 2020 before the subscriber, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purposes therein contained, by signing their respective names.

 Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Exhibit "A"
Legal Description

Parcel "A-1"
Carroll County Memorial USARC
404 Malcolm Drive
Westminister, MD 21157
GSA Control Number : 4-UD-PAMD-1130

All that certain parcel of land situate in the state of Maryland, Carroll County, designated as parcel 1187, grid 0009, map 0046 by the Maryland Department of Assessment and Taxation, also known as Tract 100 of the Westminister Army Reserve Center, and more particularly bounded and described as follows:

Beginning at a point on a curve in the northerly right of way boundary line of a public road, known and designated as Malcolm Drive, and being the common corner to the subject parcel and land now or formerly owned by Main Street Associates Limited Partnership: thence running and binding to the division line between said lands of Main Street Associates Limited Partnership and the subject parcel the following three courses:

- (1) North 76° 45' 00" West 61.82 feet to a monument; thence.
- (2) North 17° 01' 47" East 39.85 feet to a pipe; thence.
- (3) North 54° 30' 00" West 342.11 feet to a monument at a northerly corner of said lands of Main Street Associates Limited Partnership; thence.

Continuing North 54° 30' 00" West 40.00 feet to a point in the right-of-way (ROW) line of 140 Villiage Road: thence, along said ROW line of 140 Villiage Road.

North 35° 30' 00" East 294.70 feet to a point in the line of land now or formerly owned by 140 Villiage Limited Liability Partnership; thence, along the line of said 140 Villiage Limited Liability Partnership the following two courses:

- (1) South 60° 15' 00" East 345.35 feet; thence,
- (2) South 45° 51' 47" East 263.85 feet to a point on a curve of the aforesaid

northerly bound line of Malcolm Drive: thence, running with and binding to the said northerly boundary line of Malcolm Drive.

Along a curve to the left, having a chord bearing of South 62° 08' 21" West 340.17 feet, an arc distance of 341.35 feet to the point or place of beginning, containing 3.81 acres of land, more or less.

The bearings and distances used herein are based on deed description.

It is the intent of the foregoing description to include all of the same lands as described in a deed dated April 21, 2015 from The United States of America to and recorded in the office of the County Clerk of Carroll County, Maryland in Book 7963, Page 110.

Exhibit "A, Continued"

Parcel 'A-2'
Perpetual Storm Drain Easement

A certain tract of land situate in the State of Maryland, Carroll County, Seventh Election District, and more particularly bounded and described as follows:

Beginning at a point on a line between lands now or formerly owned by the United States of America, known as Tract No. 100 of the Westminster Army Reserves Center, and lands of the subject owner, said line being the boundary line of said Reserve Center, said point being further located South 60° 15' East 226.00 feet from the most northern corner of said Tract No. 100; thence, leaving said Tract No. 100 and said boundary, and crossing lands of the subject owner,

North 29° 45' East 29.75 feet to a point on the inside of a curb along the parking area of the 140 Village Shopping Center, thence, with said curb, continuing to cross lands of the subject owner,

South 58° 07' East 20.01 feet to a point; thence, leaving said curb and continuing to cross lands of the subject owner,

South 29° 45' West 29.00 feet to a point on said Reserved Center boundary line, being a line between said Tract Number 100 and lands of the subject owner; thence, with said boundary line,

North 60° 15' West 20.00 feet to the place of beginning, containing 0.01 of an acre, more or less.

The bearings used herein are referenced to the United States Army Reserve Center, Westminster, military grid system.

It is the intent of the foregoing description to include a part of the same land as that described in a deed from the Westminster Nurseries, Inc. to Jerome B. Monfred and Morris Sugarman, dated 22 May 1969, and filed for record 23 May 1969, in Deed Book 454, Page 417, in the land records of Carroll County, Maryland and the lands as described in a deed dated April 21, 2015 from the United States of America to and recorded in the office of the County Clerk of Carroll County, Maryland in Book 7963, Page 110.

CERTIFICATE OF RECORDATION

STATE OF Maryland)

COUNTY OF Carroll)

This is to certify that a Deed dated the _____ day of _____, 2020, from THE COMMISSIONERS OF CARROLL COUNTY to _____ was filed for record at _____ o'clock __.m., on the ___ day of _____, 2020, and has been recorded in Book No. _____, Page _____, of the public records of my office.

This the _____ day of _____, 2020.

Office of the
County Clerk,
Carroll County,
Maryland

By: _____
County Clerk

PLEASE RETURN TO:

General Services Administration
Office of Real Property Utilization
and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, Georgia 30303

GSA Control No. 4-D-MD-1130AA