

9-C-03
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RECORDING AND RETURN OF RECORDED INSTRUMENT REQUESTED BY:

GOVERNMENT OF GUAM
Department of Land Management
P.O. Box 2950
Hagåtña, Guam 96932

Island of Guam, Government of Guam
Department of Land Management Office of The Recorder

660299

File for record is Instrument No. _____
on the year 2002 Month 07 Day 24 Time 4:5

Recording Fee DE-OFFICIO Receipt No. _____

Deputy Recorder Jane Yamazaki

**QUITCLAIM DEED
Andersen Communications Annex No. 1
(Wettengel Receiver - AJKD)**

THIS INDENTURE, made this 16th day of July 2002, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("GRANTOR"), under and pursuant to the powers and authority contained in the provisions of the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), and the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder, and the GOVERNMENT OF GUAM ("GRANTEE").

WITNESSETH, the conditions set forth in the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), having been met, that the said GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) in lawful money of the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby remises, releases, and quitclaims unto the GRANTEE, and to its successors and assigns all of its right, title, and interest in all of that certain real Property situated in Guam, in the Municipality of Dededo, consisting of approximately **865.21 acres, more or less**, of land, also known as Andersen Communications Annex No. 1 (AJKD), more particularly described in Exhibit A, for public benefit use as contemplated by the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), (the "Property").

GRANTOR conveys the Property to GRANTEE so long as GRANTEE uses the Property for public benefit use, as contemplated by the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994). Should GRANTEE use the Property for other than such use, title to the Property shall revert to GRANTOR.

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

ALL covenants, reservations, easements, leases, restrictions, and rights recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities and other rights of way, including but not limited to the specific easements, reservations, rights and covenants described herein, and to any facts which a physical inspection or accurate survey of the Property may disclose.

RESERVATIONS. GRANTOR reserves for itself, its successors and assigns, a perpetual non-exclusive easement over a portion of the property more particularly described in Map Drawing No. RE-

95-02 prepared by Ronald G. Perry, Registered Land Surveyor No. 33, dated November, 1995 (3 sheets), and attached hereto as Exhibit B as follows:

- (1) Parcel G-3, an access road to the beach area at the U.S. Naval Communications Station, Finegayan, Guam, in favor of the U.S. Department of the Navy
- (2) Parcel A-2, a telephone line easement in favor of Government of Guam, Guam Telephone Authority ("GTA"), P.O. Box 9008, Tamuning, GU 96931, 646-2100
- (3) Parcel D-1, a power line and guy wire easement in favor of Government of Guam, Guam Power Authority ("GPA"), P.O. Box 21868, Barrigada, GU 96921-1868, 647-5787/637-1152
- (4) Parcel H, a 100-foot wide road easement in favor of Government of Guam, Department of Public Works (DPW), 542 N. Marine Drive, Tamuning, GU 96913
- (5) Parcel I-1, a 100-foot road easement in favor of Government of Guam, Department of Public Works (DPW), 542 N. Marine Drive, Tamuning, GU 96913
- (6) Parcel J, a 100-foot wide road easement to Building No. 50 in favor of the Government of Guam, Department of Public Works (DPW), 542 N. Marine Drive, Tamuning, GU 96913
- (7) Parcel K, a 100-foot wide road easement in favor of Government of Guam, Department of Public Works (DPW), 542 N. Marine Drive, Tamuning, GU 96913
- (8) Parcel L-4, a 20-foot wide water line easement in favor of Government of Guam, Guam Waterworks Authority ("GTA"), P.O. Box 3010, Hagatna, GU 96932, 647-7800/7803/7816/7824
- (9) Parcel N, a telephone line easement in favor of Government of Guam, Guam Telephone Authority ("GTA"), P.O. Box 9008, Tamuning, GU 96931, 646-2100

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY. 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 complete search of agency files, the UNITED STATES gives notice that Exhibit C, provides 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, if any.

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 successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with

respect to the Property immediate 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 successor(s) or assign(s), 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 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 successor(s) or assign(s), seek 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 successor(s) or assign(s), 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 successor(s) or assign(s), or any party in possession.

ACCESS. Grantor reserves a right of access to all portions of the Property or to any adjoining properties, for purposes of 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 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, 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.

HOLD HARMLESS CLAUSE. By acceptance of this instrument, GRANTEE expressly acknowledges that the Property was part of military activity during and after World War II and, as such, portions of the Property herein transferred may have been subject to contamination by the introduction of unexploded and dangerous ordnance, either below or upon the surface thereof, some of which may remain below or on the Property in an unexploded condition. By acceptance of this instrument and as further consideration for this conveyance, GRANTEE covenants and agrees for itself, its successors and assigns, to assume all risks of personal injuries and Property caused by possible contamination of the Property by unexploded ordnance, arising out of ownership maintenance, occupation or use of the Property by any person or persons whatsoever; and further covenants and agrees to protect, defend, indemnify and save harmless the GRANTOR, its officers, agents and employees against any and all liability, claims, causes of action, or suits arising out of or resulting from the contaminated condition of the Property. The GRANTEE must immediately notify the United States if any ordnance or any

suspected area of contamination, for which they are not the responsible party, is encountered at the Property.

FAA COVENANT. If this Property is located within 6 nautical miles of an airport, the GRANTEE covenants and agrees, on behalf of it, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace." or under the authority of the Federal Aviation Act of 1958, Public Law 85-726, 72 Stat. 731, as amended.

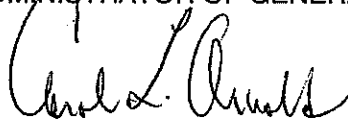
NONDISCRIMINATION COVENANT. GRANTEE covenants for itself, and its assigns and every successor in interest to the Property, or any part thereof, that GRANTEE and such assigns shall not discriminate upon the basis of race, color, religion, sex, or national origin in the use, occupancy, sale, or lease of the Property; or in their employment practices conducted thereon.

COVENANTS RUN WITH THE LAND. The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and its successors and assigns.

SAID PROPERTY transferred by this indenture was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), and the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused this indenture to be executed and accepted as of the date first written above.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES



By: Carol Z. Arnold
Its: Contracting Officer, Region 9
450 Golden Gate Avenue, 4East
San Francisco, CA 94102-3434

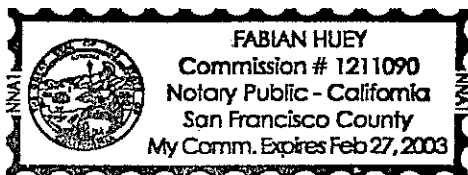
STATE OF CALIFORNIA

City and County of San Francisco

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)ss:
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On this 16th day of July, 2002 before me, Fabian Huey, the undersigned Notary Public in and for said County and State, personally appeared Carol Z. Arnold, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Fabian Huey

Name: Fabian Huey

Notary Public, State of California

My Commission expires on Feb 27, 2003

ACCEPTANCE

The GOVERNMENT OF GUAM hereby accepts this Deed and thereby accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein.

GOVERNMENT OF GUAM



By: GOVERNOR
Its:

CITY OF HAGÁTÑA) ss:

On this 11TH day of JULY, 2002, before me, the undersigned notary, personally appeared CARL T.C. GUTIERREZ, known to me to be the persons whose names are signed in the within instrument and acknowledged to me that they signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Hagåtña, Guam, the day and year first above written.



CARLOS R. UNTALAN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: December 26, 2004
P.O. Box 2950 Hagatna, Guam 96932

EXHIBIT A

LEGAL TECHNICAL DESCRIPTION ANDERSEN COMMUNICATION ANNEX NO. 1 (AJKD) MUNICIPALITY OF DEDEDO TERRITORY OF GUAM

All that tract or parcel of land designated as ANDERSEN COMMUNICATION ANNEX NO. 1 (AJKD) situated in the Municipality of Dededo, more particularly bounded and described as follows:

Beginning at a point, an inaccessible corner having coordinates of North 189,679.64 feet and East 184,290.89 feet, being North 40° 20' 43" West, 9,052.53 feet from Guam Geodetic Triangulation Net (GGTN) 1963 Grid Station 3.1 having coordinates of North 182,780.18 feet and East 190,151.41 feet.

Then along the following twenty (20) courses:

- 1) South 40° 28' 13" East, 1,482.84 feet to corner two (2), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
- 2) Then, South 40° 28' 13" East, 1,071.32 feet to corner three (3), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
- 3) Then, South 61° 17' 26" East, 1,038.38 feet to corner 3A, a No. 4 rebar set with plastic cap marked R.L.S. 33;
- 4) Then, South 61 ° 17' 26" East, 200.00 feet to corner four (4), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
- 5) Then, South 28° 49' 49" West, 593.63 feet to corner five (5), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 6) Then, South 44° 08' 20" East, 1,604.52 feet to corner six (6), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 7) Then, South 67° 32' 08" East, 283.09 feet to corner 6A, a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 8) Then, South 67° 32' 08" East, 1,902.21 feet to corner 613, a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 9) Then, South 67° 32' 08" East, 709.67 feet to corner seven (7), on the beginning of a non-tangent curve, said point being a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
- 10) Then, along said curve concave to the right, with a central angle of 00° 06' 10", a radius of 1,665.99 feet, a chord bearing of North 24° 07' 08" East, 2.99 feet to corner 7A, a set

EXHIBIT A

- point on a non-tangent line. Said point being a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 11) Then, North 24° 10' 14" East, 746.99 feet to corner 7B, a No. 4 rebar with plastic cap set marked R.L.S. 33;
 - 12) Then, North 24° 10' 14" East, 1,428.76 feet to corner eight (8), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
 - 13) Then, along a curve concave to the right, with a central angle of 17° 27' 44", a radius of 1,959.86 feet, a chord bearing of North 32° 54' 06" East, 595.00 feet to corner nine (9), a 4" x 4" concrete monument set marked R.L.S. 33;
 - 14) Then, North 41° 37' S8" East, 1,638.81 feet to corner ten (10), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
 - 15) Then, along a curve concave to the left, with a central angle of 11° 45' 38", a radius of 1,177.77 feet, a chord bearing of North 35° 45' 09" East, 241.33 feet to corner 10A, a set point on the beginning of a non-tangent curve. Said point being a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
 - 16) Then, along a curve concave to the left, with a central angle of 17° 26' 20", a radius of 1,177.77 feet, a chord bearing of North 21° 09' 10" East, 367.09 feet to corner eleven (11), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
 - 17) Then, North 12° 26' 00" East, 257.83 feet to corner twelve (12), a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy;
 - 18) Then, North 61° 41' 08" West, 1,98.88 feet to corner 12A, a No. 4 rebar with plastic cap set marked R.L.S. 33;
 - 19) Then, North 61° 41' 08" West, 6,610.58 feet to corner thirteen (13), an inaccessible corner;
 - 20) Then, South 22° 23' 29" West, 3,506.17 feet to the point of beginning containing a net area of Thirty-Seven Million Nine Hundred Sixty-Five Thousand Seven Hundred Fourteen (37,96,714) square feet more or less or Three Million Five Hundred Twenty-Seven Thousand One Hundred Forty-Four (3,527,144) square meters more or less or Eight Hundred Seventy-One and Fifty-Seven Hundredths (871.57) acres more or less as shown on Map Drawing No. RE-95-02.

EXCEPTING THEREFROM that certain real property more commonly known as Reserved Parcel Enclusion No. 1 for Bldg. 50 Site (AJKD) containing 6.3567 acres more or less and more particularly described on Map Drawing No. RE-95-02 prepared by Ronald G. Perry, Registered Land Surveyor No. 33, dated November, 1995 (3 sheets), and attached hereto as Exhibit B.

Wastes, contaminated soil, and related debris were safely transported off-site for disposal. This was completed in accordance with Guam EPA and U.S. EPA Region 9 regulations. Waste shipments and the transportation of contaminated soil and debris were documented with, waste profiles (characterization forms), manifests, Land Disposal Restriction Notifications, certificates of disposal, and disposal logs as appropriate.

Excavations were backfilled with soil removed from the excavations when stockpile sampling revealed all contaminants were below Residential PRGs and the dioxin subsurface cleanup goal. Clean import fill was used when stockpile samples revealed contaminants above cleanup goals. The backfill was placed and compacted to 85% of the maximum dry density.

EXHIBIT C

Executive Summary

This Remediation Verification Report documents the time-critical removal actions at Installation Restoration Program (IRP) Site 19/Landfill 24, Harmon Annexes, Andersen Air Force Base, Guam. The work included the delineation, excavation, removal, transportation, and disposal of hazardous wastes and contaminated soil; confirmation soil sampling and analysis; decontamination of equipment; and site restoration to include backfill of the excavations and compaction of backfill. It was established that remedial efforts would be deemed complete when analytical results showed concentrations below the U.S. Environmental Protection Agency's Region 9 Residential Preliminary Remediation Goals or Background Threshold Values, whichever is greater. During the course of the project it was decided that 1.0 micrograms per kilograms ($\mu\text{g}/\text{kg}$) would be the cleanup goal for dioxins in subsurface soil.

Mobilization for the removal actions began on December 12, 1998. The clearing and grubbing for removal activities also began on this day.

On December 21, 1998, the clearing, grubbing, and excavation of approximately 36 cubic yards of soil and nine deteriorated drums was initiated on the northern portion of Parcel A. Confirmation and stockpile sampling and analysis revealed that the soil was not contaminated. The soil confirmation analyses included polynuclear aromatic hydrocarbons (PAHs), semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs), and dioxins. The stockpiled soil was used to backfill the excavation. Seven of the nine drums were severely rusted and empty. These drums were consolidated with the scrap metal from IRP Site 39/Harmon Substation and transported to the Main Base Sanitary Landfill. One drum contained asphalt. This drum was consolidated with the asphalt debris from IRP Site 39/Harmon Substation and transported to IRP Site 35/Waste Pile 1 to await recycling. The last drum, containing approximately two gallons of water, was consolidated with the one drum of waste flammable liquid generated at IRP Site 39/Harmon Substation. The drum of waste flammable liquid was transported to the U.S. mainland for disposal.

In February 1999, the clearing, grubbing, and excavation of approximately 1,400 cubic yards of soil were initiated at the lead/antimony hot spot on Parcel C. Confirmation samples were collected after these two events and analyzed for lead and antimony. The confirmation sampling revealed that the lead/antimony-contaminated soil had been removed. The stockpile sample showed that approximately 970 cubic yards of soil would be used to backfill the excavation, while the remaining 530 cubic yards of soil was deemed lead-contaminated and transported to the Main Base Sanitary Landfill for disposal.

On December 12, 1998, the clearing, grubbing, and excavation of test pits were initiated. The test pits were installed to collect subsurface soil samples for the determination of dioxin concentrations. A total of four subsurface soil samples were collected for comparison to the site's subsurface cleanup goal of 1.0 $\mu\text{g}/\text{kg}$ dioxin. Two samples were collected from Parcel A and two samples were collected from Parcel B. All four samples revealed dioxin TEQs less than 1.0 $\mu\text{g}/\text{kg}$.