**XII. Presence of Polychlorinated Biphenyls (PCB's):** The GRANTEE, its successors and assigns are hereby warned and do acknowledge that certain portions of the improvements, such as but not limited to fluorescent light fixture ballasts, on the PROPERTY may contain PCBs. Prior to beginning any maintenance, alterations, demolition, restoration, or construction work affecting fluorescent light fixtures, the GRANTEE must determine if PCB ballasts are present. The GRANTEE, its successors and assigns, covenant that in their use and occupancy of the PROPERTY they will comply with all applicable Federal, State, and local laws and regulations relating to PCB's. The GRANTEE, its successors and assigns are hereby warned and do acknowledge that buildings constructed or renovated between 1950 and 1978 have the potential to have PCBs contained within caulking, and the PCBs can migrate from the caulk into air, dust and surrounding material, such as wood, bricks and soil. Such materials must be handled, managed and disposed of during maintenance and/or renovations by the GRANTEE in accordance with applicable Federal, State, and local laws and regulations relating to PCB's.

**XIII. Presence of Polycyclic Aromatic Hydrocarbons (PAH's) in Soil:** The GRANTEE, its successors and assigns are hereby warned and do acknowledge that PAHs are likely to exist in soils on the PROPERTY as a result of airport operations including but not limited to emissions from aircraft engine exhaust; e.g., at the ends of runways, edges of apron areas and locations where engine testing occurred on a regular basis. Emissions from engine exhaust of a motor vehicle, rolling stock, aircraft, or vessel or pipeline pumping station engine are specifically excluded from the definition of release under CERCLA Section 101(22). GRANTEE, its successors and assigns are hereby notified of the need to manage potential risk to commercial/industrial/construction workers, from exposure to soils containing PAHs at levels that may exceed human health exposure guidelines, in accordance with its Materials Management Plan, approved by Maine Department of Environmental Protection.

**XIV. Reservation Regarding Groundwater Monitoring Wells:** The GOVERNMENT its successors and assigns reserves for itself an easement for all existing and future groundwater monitoring wells located within the PROPERTY for (a) the periodic sampling of existing groundwater monitoring wells to satisfy the requirements of the Navy Installation Restoration (IR) and Petroleum Programs and (b) the maintenance or abandonment of all existing and future monitoring wells. Existing groundwater monitoring wells are more fully described in the FOST, Figure B-3, at **Exhibit "F"**, attached hereto and made a part hereof. The GOVERNMENT its successors and assigns shall further have the right, in common with all others entitled thereto, to pass and repass on streets, roadways, and passageways as may exist and as reasonably necessary to perform periodic sampling and required maintenance of the existing and any future groundwater monitoring wells. The GRANTEE, its successors, and assigns shall be able to use the PROPERTY in any manner that does not relocate or otherwise interfere with the integrity, maintenance or continued usefulness of the monitoring wells, or any part or portion thereof without the prior written consent of the GOVERNMENT. If wells become damaged or otherwise rendered inoperable, they will be replaced by the Navy and the cost will be borne by the GRANTEE or its successors and assigns.

**XV. Covenant and Restriction regarding Remedial Systems Non-interference Controls:** GRANTEE its successors and assigns covenants that it shall not undertake and shall require its lessees and licensees to not undertake any activity on the PROPERTY which would interfere with the ready use or effectiveness of, or otherwise cause any damage to, all existing and any future groundwater monitoring or extraction wells or remedial systems (including pumps, wells, piping, utilities and associated appurtenances) installed by the GOVERNMENT on the PROPERTY, provided GOVERNMENT provides written notice to GRANTEE of their existence and location thereof.

**XVI. Covenant and Restriction Regarding Annual Certification:** GRANTEE its successors and assigns covenants that it or its designee shall perform inspections of the PROPERTY to ensure that all land use controls, as hereinafter set forth, are being complied with and provide written certification annually to the GOVERNMENT certifying such compliance, for as long as land use controls are required on the PROPERTY. Such annual certifications shall be provided using the form attached hereto as **Exhibit "I"**, or similar form as may later be approved by the GOVERNMENT.

**XVII. Covenant for Historic Property:** Historic assets exist within the boundaries of the PROPERTY. The GRANTEE, its successors and assigns, hereby covenant that it shall consult with the Maine Historic Preservation Officer prior to any development that may affect sites identified in the Programmatic Agreement between the United States Navy and the Maine Historic Preservation Officer, signed September 27, 2010, marked **Exhibit "J"**, attached hereto and made a part hereof. The following "Covenant Regarding Archeological Matters" and "Covenant Regarding Historic Preservation" are binding on the GRANTEE, its successors and assigns, in perpetuity:

(a) **Covenant Regarding Archeological Matters:** As more fully described in **Exhibit "J"** attached to this Quitclaim Deed, areas within the PROPERTY have been identified and are referred to within, collectively, as Archeological Sites. GRANTEE, its successors, and its assigns hereby covenant at all times to the Maine State Historic Preservation Officer ("ME SHPO") to maintain and preserve the Archeological Site as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on the Archeological Sites that would affect the physical integrity of the Archeological Site without first obtaining the prior written permission of the ME SHPO (signed by a fully authorized representative thereof). Should the ME SHPO require, as a condition to granting of such permission, that GRANTEE conduct a Phase II survey, archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the Archeological Site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as ME SHPO may specify (including, but not limited to, standards and guidelines for research design, field work,

analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains).

2. GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the Archeological Site and shall promptly report any such disturbance to the ME SHPO.

3. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance notice to GRANTEE, an annual inspection of the Archeological Sites in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, return of any Archeological artifacts removed, require, if appropriate, the restoration of the Archeological Site or to seek any other remedy available at law or equity.

5. The failure by GOVERNMENT or by the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE its successors and assigns agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

(b) **Covenant Regarding Historic Preservation:** The PROPERTY has been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). GRANTEE, its successors, and assigns, hereby covenant to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color,

materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

1. All parcels on which historic resources are situated within the PROPERTY as described in **Exhibit "J"** attached to this Quitclaim Deed Quitclaim Deed, will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken within the PROPERTY that would materially affect the integrity or the appearance of the attributes described above without prior approval by the ME SHPO and a record of such.

2. To ensure that the long-term preservation of the property's historic significance will be preserved, all parcels on which historic resources are situated within the PROPERTY as identified in **Exhibit "J"**, will be maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action that would materially affect the integrity or the appearance of the attributes described above of that property situated within the PROPERTY shall take place without prior notice to and consultation with the ME SHPO in accordance with paragraphs 2.A through 2.C below. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the property situated within the PROPERTY.

A. Within thirty (30) calendar days of the ME SHPO's receipt of notification provided by GRANTEE its successors and assigns pursuant to the foregoing provisions of this paragraph 2, the ME SHPO will respond to GRANTEE in writing as follows:

(i) that GRANTEE its successors and assigns may proceed with the proposed undertaking without further consultation; or

(ii) that GRANTEE its successors and assigns must initiate and complete consultation with the ME SHPO before GRANTEE its successors and assigns may proceed with the proposed undertaking.

B. If the ME SHPO fails to respond to GRANTEE's written notice, as described in the above paragraph 2.A, within thirty (30) calendar days of the ME SHPO's receipt of the same, GRANTEE its successors and assigns may proceed with the proposed undertaking without further consultation with the ME SHPO.

C. If the response provided to GRANTEE its successors and assigns by the ME SHPO pursuant to the above paragraph 2.A requires consultation with the ME SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE its successors and assigns will implement to

mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE its successors and assigns shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE its successors and assigns and the ME SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE its successors and assigns.

3. Upon acquisition of the PROPERTY, GRANTEE its successors and assigns shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

4. In the event that archeological materials are encountered during construction or ground disturbance activities, work shall cease in the immediate area until the ME SHPO is consulted and provides written permission to recommence work. Should the ME SHPO require, as a condition of the granting of such permission, that GRANTEE its successors and assigns conduct archeological phase II survey, data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the ME SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

5. GRANTEE its successors and assigns will allow the ME SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

6. GRANTEE its successors and assigns will provide the ME SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the PROPERTY. Similar reports will be submitted to the ME SHPO biannually thereafter until the Navy has disposed the excess portions of the NAS Brunswick ME properties.

7. In the event of a violation of this covenant, and in addition to any remedy now or

hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE its successors and assigns, institute a suit to enjoin said violation, seek damages, require the restoration of the Archeological Site or to seek any other remedy available at law or equity.

8. The failure of GOVERNMENT or the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

9. This covenant is binding on GRANTEE, its successors and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests himself/herself/itself of either the fee simple title or any lesser estate in the PROPERTY or any part thereof.

**XVIII. Grantee Notice Requirement Regarding Future Sale or Assignment:** GRANTEE, its successors and assigns, covenant that it shall provide written notice to the GOVERNMENT, Federal Aviation Administration (FAA) and USEPA of any subsequent sale, assignment or lease of the PROPERTY, or any portion thereof, and provide contact information concerning the new owner or occupant.

In the event GRANTEE, its successors or assigns (each hereinafter call a "Transferor") conveys the PROPERTY, or any portion thereof, the Transferor shall provide to the party acquiring the PROPERTY, or any portion thereof, notice concerning the above described environmental conditions.

## Federal Aviation Administration (FAA) Land Use Restrictions, Conditions and Covenants

**XIX. Use by the GRANTEE:**

(1) Use as Public Airport: Except as provided in subparagraph XIX(4) hereof, the Airport (used hereinafter as defined in **Exhibit "B"**) shall be made available as an airport for use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph XIX(6).

(2) Maintain in Safe and Serviceable Condition: Except as provided in Subsection XIX(4) hereof, the entire landing area, as defined in 49 U.S.C.A. § 40102 (a)(28), as amended, and Federal Aviation Administration (FAA) Regulations pertaining thereto, and all structures,

improvements, facilities and equipment in which any interest is transferred shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required as to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Secretary of Transportation ("Secretary") or his or her successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities, or equipment, they may be procured by demolition of other structures, improvements, facilities, or equipment transferred as a result of this Quitclaim Deed and located on the above-described land, which have outlived their use as Airport property in the opinion of the Secretary of Transportation or his or her successor in function. Notwithstanding any other provision of this instrument: (i) with the prior written approval of the FAA, the GRANTEE may close or otherwise limit use or access to any portion of the Airport that it deems appropriate if such closure or use limitation is related to Airport operating considerations or is based upon insufficient demand for such portion of the Airport; and (ii) with respect to any such portion of the Airport, the GRANTEE shall be under no obligation to maintain the same other then as may be required to maintain adequate public safety conditions.

(3) Aerial Approaches and Compatible Land Use: Insofar as it is within its power and to the extent reasonable, the GRANTEE its successors and assigns shall adequately clear and protect the aerial approaches to the Airport. The GRANTEE will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the FAA Regulations (14 FR Part 77), as applicable, according to the currently approved airport layout plan. In addition, the GRANTEE its successors and assigns will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the GRANTEE has acquired, or may hereafter acquire a property interest permitting it to so control the use made of the surface of the land.

(4) Disposal without consent: No property included in the Airport shall be used, leased, sold, salvaged, or disposed of by the GRANTEE its successors and assigns for other than airport purposes, without the written consent of the Secretary or his or her successor in function. This consent shall be granted only if the Secretary or his or her successor in function determines that the property can be used, leased, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport (as the term "airport" is defined in 49 U.S.C. 47102(2)). The term "property" as used herein, is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Airport, subject to the provisions of subparagraph XIX(11) hereof.

(5) Public Use for All Types, Classes and Kinds of Aeronautical Use:

(a) The GRANTEE its successors and assigns will make its Airport available as

an airport for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical use.

(b) In any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the GRANTEE its successors and assigns will insert and enforce provisions requiring the contractor to, (i) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the Airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such Airport and utilizing the same or similar facilities.

(d) Each air carrier using such Airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the Airport to serve any air carrier at such Airport.

(e) Each air carrier using such Airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant signatory or non-signatory) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such Airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any Airport, provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) The GRANTEE its successors and assigns will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

(g) In the event the GRANTEE itself exercises any of the rights and privileges referenced to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the GRANTEE under these provisions.

(h) The GRANTEE its successors and assigns may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

(i) The GRANTEE its successors and assigns may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. However, FAA approval/concurrence is required.

(6) Exclusive Rights: The GRANTEE its successors and assigns will permit no exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an Airport by a single fixed-based operator shall not be construed as an exclusive right if all of the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such Airport.

(c) The GRANTEE its successors and assigns further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the Airport to conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded by the FAA as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an Airport before the grant of any assistance under 49 U.S.C.A. § 47107. Exclusive Rights shall not be allowed, now or in the future, irrespective of whether the Airport receives Federal funds.

(7) Operation and Maintenance:

(a) The GRANTEE its successors and assigns will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary or his or her successor in function. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the GOVERNMENT, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(b) In furtherance of this assurance, the GRANTEE its successors and assigns will have in effect at all times arrangements for:

(i) Operating the Airport's aeronautical facilities whenever required;

(ii) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(iii) Promptly notifying airmen (via issuance of a Notice To All Airmen or "NOTAM") of any condition affecting aeronautical use of the Airport.

(c) Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operations and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the GRANTEE its successors and assigns.

(8) Reports and Inspections: The GRANTEE its successors and assigns will submit to the Secretary or his or her successor in function such annual or special financial and operations reports as the Secretary may reasonably require. A report of the airport budget will be available to the public at reasonable times and places.

(9) Airport Layout Plan:

(a) The GRANTEE its successors and assigns will keep up to date at all times an airport layout plan of the Airport showing (1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the GRANTEE for Airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary or his or her successor in function which approval shall be evidenced by the signature of a duly authorized representative of the Secretary or his or her successor in function on the face of the airport layout plan. The GRANTEE its successors and assigns will not make or permit any changes or alterations in the Airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Secretary or his or her successor in function and which might, in the opinion of the Secretary or his or her successor in function, adversely affect the safety, utility or efficiency of the Airport.

(b) If a change of alteration in the Airport or the facilities is made which the Secretary or his or her successor in function determines adversely affects the safety, utility, or efficiency of any Federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary or his or her successor

in function, the owner or operator will, if requested, by the Secretary or his or her successor in function, (1) eliminate such adverse effect in a manner approved by the Secretary or his or her successor in function; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary or his or her successor in function, and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities.

(10) Preserving Rights and Powers:

(a) The GRANTEE its successors and assigns will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the conveyance without the written approval of the Secretary or his or her successor in function, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary or his or her successor in function.

(b) It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property described on **Exhibit C** to this Quitclaim Deed without the written approval of the Secretary or his or her successor in function.

(c) The GRANTEE its successors and assigns will take steps satisfactory to the Secretary or his or her successor in function to ensure that the Airport will continue to function as a public-use airport in accordance with assurances.

(d) If an arrangement is made for a management and operation of the Airport by any agency or person other than the GRANTEE or an employee of the GRANTEE, the GRANTEE its successors and assigns will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with 49 U.S.C.A. § 47107, the regulations and the terms, conditions and assurance in this Quitclaim Deed that such arrangement also requires compliance therewith.

(11) Airport Revenues: All revenues generated by the Airport from any property herein conveyed and any local taxes on aviation fuel established after the effective date of transfer, will be expended by it for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the Airport.

(12) If at any time it is determined by the Secretary or his or her successor in function that there is any outstanding right or claim of right in or to the airport property described herein, the existence of which creates an undue risk of interference with the operation of the Airport or the performance or compliance with covenants and conditions set forth herein, the GRANTEE its successors and assigns will, to the extent practicable, acquire, extinguish, or modify such right or

claim of right in a manner acceptable to the Secretary or his or her successor in function.

(13) As part of the consideration for the transfer, the GRANTEE covenants and agrees for itself, its successors and assigns, that: (a) the program for or in connection with which the transfer is made will be conducted in compliance with, and the GRANTEE, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of Transportation ("DOT") as in effect on the date of the transfer (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (b) this covenant shall be subject in all respects to the provisions of said regulations; (c) the GRANTEE, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (d) the GOVERNMENT shall have the right to seek judicial enforcement of this covenant; and (e) the GRANTEE, its successors and assigns, will: (i) obtain from any person, including any legal entity, who, through contractual or other arrangements with the GRANTEE, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the service or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the GRANTEE, its successors and assigns, by this covenant; (ii) furnish the original of such agreement to the Secretary or his or her successor in function, upon his or her request therefore; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the GOVERNMENT against the GRANTEE, its successors, and assigns.

## XX. Use by the GOVERNMENT:

(1) Use by GOVERNMENT Aircraft: The GRANTEE its successors and assigns will make available all of the facilities of the Airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the GOVERNMENT for use by GOVERNMENT aircraft in common with other aircraft at all times without charge, except, if the use by GOVERNMENT aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the GRANTEE and the using agency, substantial use of an airport by GOVERNMENT aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary or his or her successor in function, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

(a) Five (5) or more GOVERNMENT aircraft are regularly based at the Airport or on land adjacent thereto; or

(b) The total number of movements (counting each landing as a movement) of GOVERNMENT aircraft is 300 or more, or the gross accumulative weight of GOVERNMENT aircraft using the Airport (the total movement of GOVERNMENT aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

(2) National Emergency: During any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the GOVERNMENT shall have the right to make exclusive or non-exclusive use and have exclusive on non-exclusive control and possession, without charge, of the Airport at which the surplus property applied for herein is located or used, as it then exists, or of such portion thereof as it may desire. However, the GOVERNMENT shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession. The GOVERNMENT shall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the Airport made without GOVERNMENT aid and never owned by the GOVERNMENT.

**XXI. Reservations to the GOVERNMENT:**

(1) Land for Federal Facilities: The GRANTEE its successors and assigns will furnish without cost to the Federal GOVERNMENT for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary or his or her successor in function considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary or his or her successor in function.

(2) The GOVERNMENT reserves a right of access to any and all portions of the Airport for purposes of environmental investigation or remediation pursuant to 42 U.S.C. §9620(h)(4). The GOVERNMENT and any successor or successors in interest in or to any remaining property owned or controlled by the GOVERNMENT at NAS Brunswick shall have the right of access to and from such property or any portion thereof ("Other GOVERNMENT Lands") to the nearest public road or public way along Airport roadways open to public use and the use of the roadways described in Schedule A of Exhibit "B", in common with other users of the Airport and all necessary and convenient rights of access to such roadways from contiguous parcels upon such reasonable terms and conditions as the GRANTEE may impose. These rights of access will consider the security of the Airport that is required by 49 CFR 1542.

**XXII. Miscellaneous:** The GRANTEE its successors and assigns does hereby release the GOVERNMENT, and will take whatever action may be required by the Secretary or his or her successor in function, to assure the complete release of the GOVERNMENT from any and all liability the GOVERNMENT may be under for restoration or other damage under any lease or other agreement covering the use by the GOVERNMENT of the Airport, or part thereof, owned, controlled or operated by the GRANTEE its successors and assigns, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or

used. However, no such release shall be construed as depriving the GRANTEE of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore, or hereafter substantially damaged by any Federal agency.

**XXIII. Reservations and Restrictions:**

(1) In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the GRANTEE or any subsequent transferee, whether caused by the legal inability of said GRANTEE or subsequent transferee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this instrument to the GRANTEE or its successors or assigns, or any portion thereof, shall at the option of the GOVERNMENT revert to the GOVERNMENT in its then-existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Secretary or his or her successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if the GRANTEE shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Secretary or his or her successor in function, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the GRANTEE, its transferees, successors and assigns.

(2) Any of the property included in the Airport may be successively transferred to successors and assigns of the GRANTEE only with the approval of the Secretary or his or her successor in function to the extent required by the provisions of Subparagraph XIX(4) hereof, with the provision that any such subsequent transferee assumes all the obligations imposed herein unless released in writing therefore by the Secretary or his or her successor in function. However, the Secretary or his or her successor in function shall have no authority to release the GRANTEE or any subsequent transferee from any of the provisions of the Federal Facility Agreement or the Covenant for Historic Property set forth in Paragraph XVII, herein.

(3) If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservation or restrictions in question shall be construed instead merely as conditions, the breach of which the GOVERNMENT may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the GRANTEE, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

**XXIV. GRANTEE Obligations:** The GRANTEE shall take title subject to such rights, if any, as third persons may have in the Airport at the date of acceptance of this Quitclaim Deed by virtue of any grant from the GOVERNMENT or others and shall assume all duties, obligations,

and liabilities of the GOVERNMENT or any agency thereof, thereunder, and hold the same harmless from all claims arising from such transfer of title.

XXV. **Mineral Rights:** Any subsurface rights to minerals or other interest included in the real property transferred for airport purposes may not be exploited in such a way as will interfere with the efficient operation of the Airport.

XXVI. **GOVERNMENT Rights:** The GOVERNMENT reserves all right, title, and interest in and to all property of whatsoever nature not specifically transferred, together with right of removal thereof from the Airport within a reasonable time, which shall not be construed to mean any period less than one (1) year after the date hereof. During such period, the GOVERNMENT, its agents, customers, transferees, and successors shall have the right of ingress to and egress from the Airport for the purposes of using disposing of by sale or otherwise, and removing such property.

XXVII. **Payment in Cash of Taxes, Assessments, etc.:** The GRANTEE shall make payment in cash, certified check or postal money order to the Secretary or his or her successor in function of an amount of money equivalent to the pro rata amount, as of the date of acceptance of the Application of the GRANTEE, of all taxes, assessments, and similar charges made against the property conveyed, in instances where the particular Federal agency holding the property is liable for the payment of such taxes, assessments, or charges.

XXVIII. **Protection of Wetlands:** GRANTEE its successors and assigns is hereby notified that certain portions of the PROPERTY are jurisdictional wetlands as determined by the New England District Office of the U.S. Army Corps of Engineers. All construction on those portions of the Airport must comply with Department of the Army WETLAND CONSTRUCTION RESTRICTIONS contained in Title 33, Code of Federal Regulations, Sections 320 through 330, as amended, and any other applicable Federal, State, or local wetlands regulations.

## GENERAL PROVISIONS

XXIX. **Convevance is "As Is – Where Is":** Except as expressly provided in this Quitclaim Deed or as otherwise required by law, the PROPERTY is being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, quantity, character, condition, size, kind, or fitness for a particular purpose.

XXX. **Covenant regarding FAA Construction:** GRANTEE, its successors and assigns covenants that all construction, alterations, or improvements on the PROPERTY, of whatever type or nature, shall, to extent (if any) required by law, fulfill the requirements of the Federal Aviation Administration for compliance with the regulations set forth in 14 CFR Part 77, entitled "Objects Affecting Navigable Airspace", and issued under the authority of the Federal Aviation Act of 1958, as amended.

XXXI. **Covenant regarding Non-Discrimination**: GRANTEE, its successors, and assigns and every successor in interest to the PROPERTY, or any part thereof, covenants 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.

XXXII. **General Notice Provision:**

To facilitate such future cooperation, the following points of contact have been designated by the GOVERNMENT, Secretary, GRANTEE and EPA:

GOVERNMENT: Director
Navy BRAC Program Management Office Northeast
4911 South Broad Street
Philadelphia, PA 19112-1303

Secretary: Federal Aviation Administration
Division Manager
Airports, New England Region
12 New England Executive Park
Burlington, MA 01803

GRANTEE: Executive Director
Midcoast Regional Redevelopment Authority
5450 Fitch Avenue
Brunswick, ME 04011

USEPA: U.S. Environmental Protection Agency
Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

XXXIII. In the event of a conflict between the terms and provisions of this Quitclaim Deed and the terms and provisions of the Finding of Suitability to Transfer (**Exhibit "F"**) herein, the terms and provisions of this Quitclaim Deed shall control.

## Execution

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

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY
BRAC PMO NORTHEAST

By: _____
Stephanie D. Zamorski
Real Estate Contracting Officer

WITNESS:

_____
Signature

_____
Name

ACKNOWLEDGEMENT:

STATE OF MAINE )
) SS:
COUNTY OF CUMBERLAND )

I, the undersigned a Notary Public for the State of Maine, do hereby certify that this day personally appeared before me in the State and county aforesaid, Stephanie D. Zamorski, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document and acknowledged the same to be her free act in deed in such official capacity.

Given under my hand and seal this 28th day of March, 2011

_____
Notary Public
John Moncure My Commission Expires
(Seal) 4/17/14

SEAL

**IN WITNESS WHEREOF**, the GRANTEE has hereunto executed and accepted this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by all of the terms and provisions of this Quitclaim Deed, on the day and year first written above.

MIDCOAST REGIONAL
REDEVELOPMENT AUTHORITY

By: Steven H. Levesque
Steven H. Levesque
Executive Director

WITNESS:

Arthur F. Mayo III
Signature

ARTHUR F. MAYO III
Name

ACKNOWLEDGEMENT:

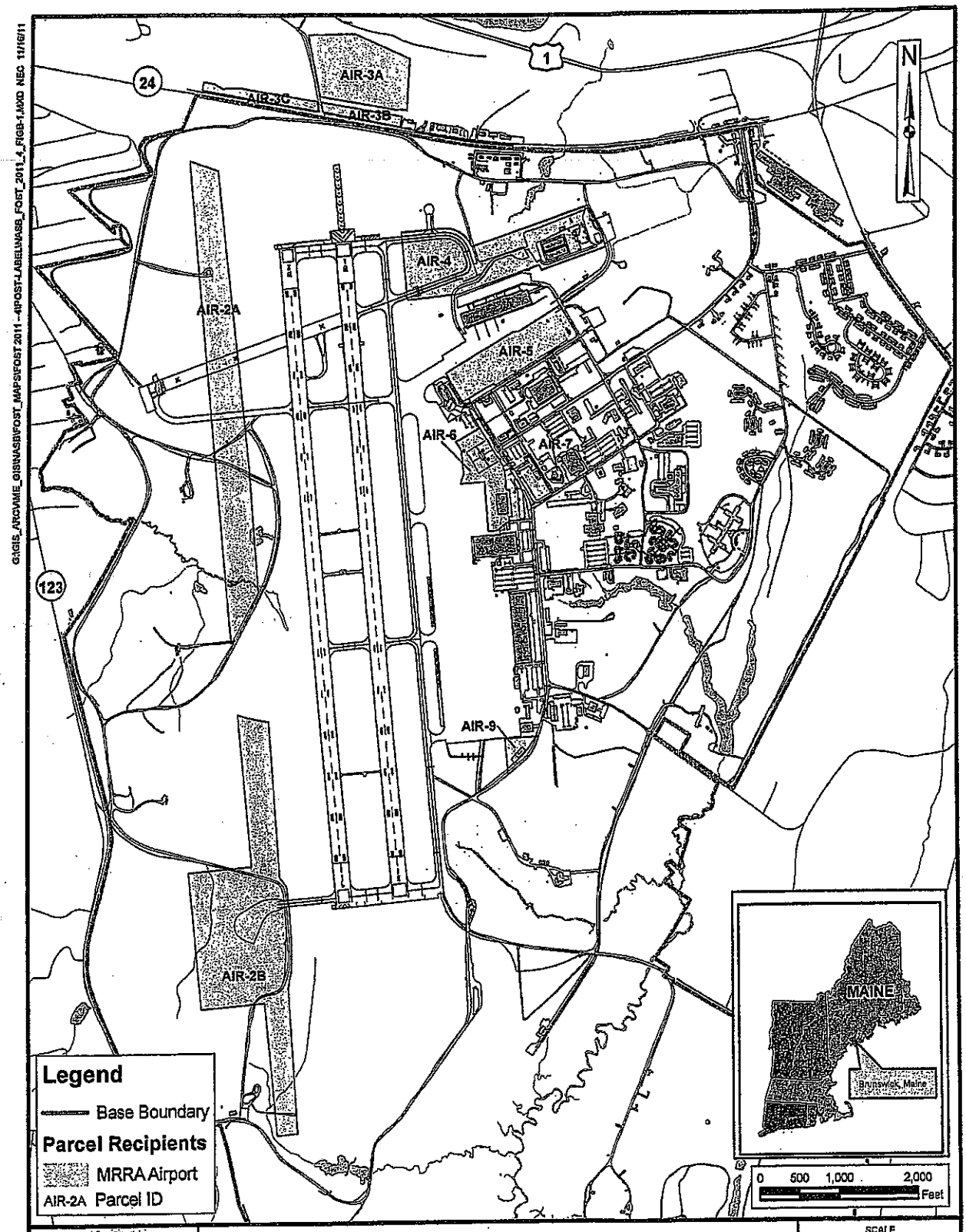
STATE OF MAINE )
) SS:
COUNTY OF CUMBERLAND )

I, the undersigned a Notary Public for the State of Maine, do hereby certify that this day personally appeared before me in the State and county aforesaid, Steven H. Levesque, for and on behalf of the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, whose name is signed to the foregoing document and acknowledged the same to be his free act in deed in such official capacity.

Given under my hand and seal this 28th day of March, 2011

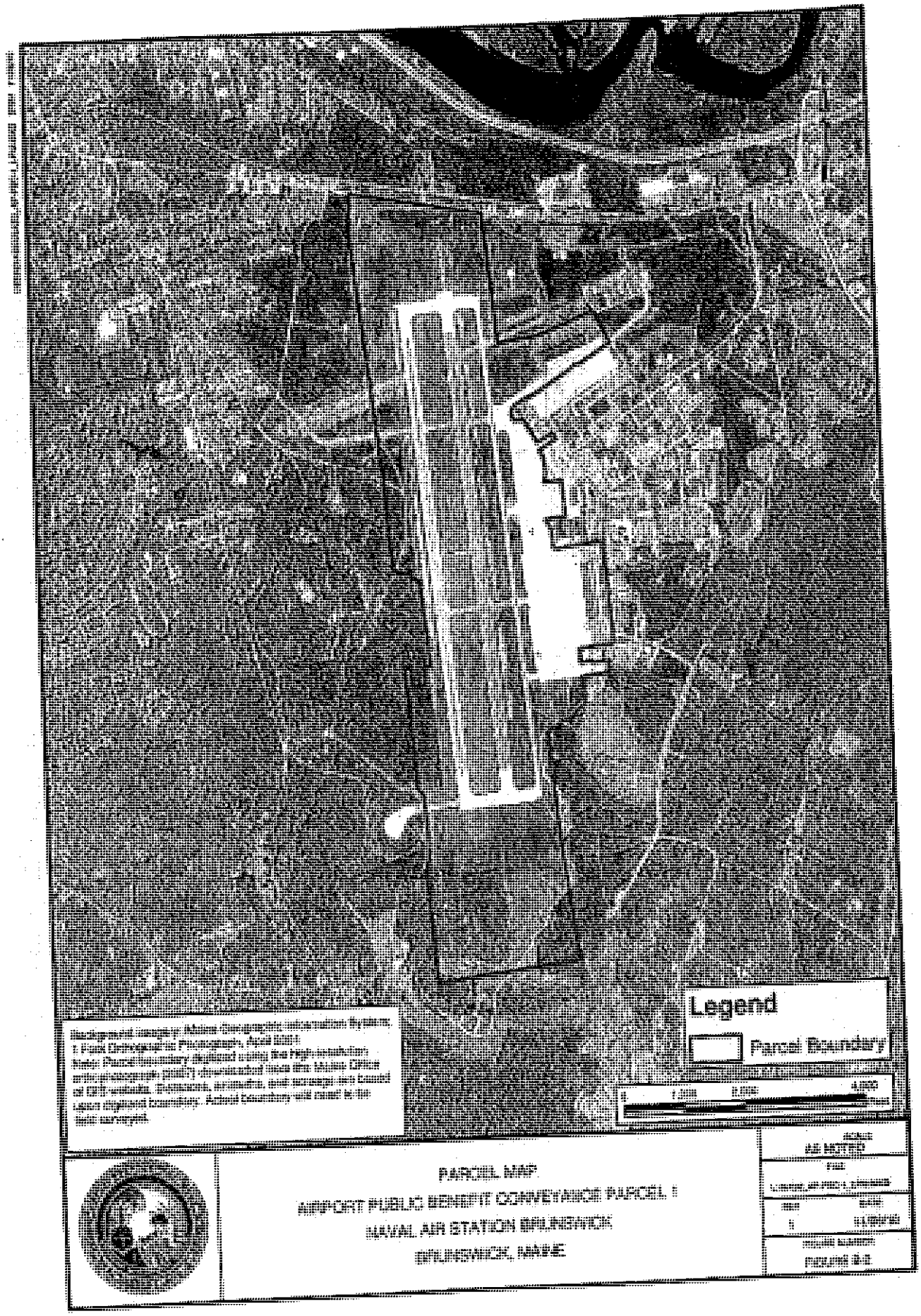
SEAL

Notary Public
John Monaghan Notary Public
(Seal) My Commission Expires 8/17/11




LOCATION MAP
FINDING OF SUITABILITY TO TRANSFER
FOST 2011-4 TRANSFER PARCELS
FORMER NAVAL AIR STATION BRUNSWICK
BRUNSWICK, MAINE

| SCALE |
|---|
| AS NOTED |
| FILE |
| G:\...\NASB_FOST_2011_4_FIG9-1.MXD |
| REV / DATE |
| 0 / 11/16/11 |
| FIGURE NUMBER |
| B-1 |


Legend
Parcel Boundary
PARCEL MAP
AIRPORT PUBLIC BENEFIT CONVEYANCE PARCEL 1
NAVAL AIR STATION BRUNSWICK
BRUNSWICK, MAINE

# QUITCLAIM DEED

THIS INDENTURE ("Quitclaim Deed") is made the 28 day of March, 2011 between **United States of America**, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA, hereinafter referred to as "GOVERNMENT," and the **Midcoast Regional Redevelopment Authority**, a body politic and corporate and a public instrumentality of the State of Maine organized under Title 5, Maine Revised Statutes Annotated, Section 13083-G, et seq., hereinafter referred to as "GRANTEE." It is based upon the following facts:

## Recitals

**A.** Pursuant to provisions of the Federal Property and Administrative Services Act of 1949, and approved June 30, 1949, (63 Stat. 377), as amended, and 49 U.S.C. Sections 47151-47153 (formally known as the Surplus Property Act of 1944 [58 Stat. 765], as amended), a delegation from the Administrator of General Services to the Secretary of Defense and subsequent delegation to the Secretary of the Navy, the Secretary of the Navy may convey surplus property at a closing installation to public bodies when a public purpose is served pursuant to the provisions of 40 U.S.C. § 484(e) (3) (H), as implemented by 41 CFR Part 101-47.304-9, and under the power and authority provided by Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Part 174); and

**B.** The GRANTEE, by application dated January 26, 2011 requested a "Public Benefit Conveyance" ("PBC") of a surplus portion of the Naval Air Station, Brunswick Maine, containing approximately 992.1 acres in size, as depicted on the drawing titled "Existing Airport Layout Plan", updated November 18, 2010, attached hereto and made a part hereof as **Exhibit "A"**, and

**C.** The Grantee's application was approved by the Federal Aviation Administration on January 29, 2011 and accepted by the Department of the Navy on February 7, 2011 and is attached hereto and made a part hereof as **Exhibit "B"**, and

**D.** The GOVERNMENT has determined approximately 714.53 acres as suitable for transfer, hereinafter referred to as "Airport Parcel 1", and the remaining property will be conveyed by separate deeds.

NOW THEREFORE, by the acceptance of this Quitclaim Deed or any rights hereunder, the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Quitclaim Deed is accepted subject to the following terms, restrictions, reservations, covenants, and conditions set forth below, which shall run with the land, provided

DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE
1455 FRAZEE RD, SUITE 900
SAN DIEGO, CA 92108-4310

Ser BPMO.vcw/0036
MAR 15 2011

MEMORANDUM

From: Director, BRAC Program Management Office
To: Stephanie D. Zamorski, Real Estate Contracting Officer, BRAC Program Management Office Northeast
Via: Director, BRAC Program Management Office Northeast

Subj: Request to Transfer Real Property at the Former Naval Air Station Brunswick, Brunswick, Maine to the Midcoast Regional Redevelopment Authority via Aviation Public Benefit Conveyance

Ref: (a) BRAC Program Management Office Northeast memo of 17 Feb 2011

1. In accordance with reference (a), and pursuant to the authority vested in the Administrator of General Services by the provisions of the Federal Property and Administrative Services Act of 1949 (FPASA), as amended, and a delegation of that authority to the Secretary of Defense (SECDEF) in accordance with the provisions of Public Law 101-510, the Defense Base Closure and Realignment Act of 1990, 10 U.S.C. § 2687 note, as amended, and a delegation of the authority by SECDEF to the Secretary of the Navy, and subsequent delegation of the authority to the Director of the BRAC Program Management Office, I hereby approve the transfer of 992.1 +/- acres of land, personal property and 34.39 +/- acres of avigation easements at the Naval Air Station Brunswick, Brunswick, Maine to the Midcoast Regional Redevelopment Authority (MRRA) via Aviation Public Benefit Conveyance.

2. You are hereby authorized to complete the transfer of 714.53 +/- acres of property and execute the Quitclaim Deed, Bill of Sale, and Agreement Granting Reciprocal Easements contingent upon receipt of the executed Determination and Findings for the Utility Service Sales Contract. You are further authorized to convey all remaining 277.6 +/- acres of property requested under the MRRA application subject to the completion and execution of applicable Findings of Suitability to Transfer.

3. Please provide copies of all executed transfer documentation for the personal property identified in Schedule C of the MRRA application, including that personal property under the authority of Naval Facilities Engineering Command, to this office for our records.

KIMBERLY KESLER

# Certificate of Appointment

**Under authority vested in the undersigned and in conformance with SECNAVINST 5430.7N**

## STEPHANIE D. ZAMORSKI

**is appointed**

## Real Estate Contracting Officer

**for the**

## United States Department of the Navy

**Subject to the limitations contained in the SECNAVINST 5430.7N and to the following: The award and administration of real property and related service agreements without dollar limitation. This authority is issued subject to prior clearances and/or approval required by applicable laws and regulations and appropriate internal controls.**

**Unless sooner terminated, this appointment is effective as long as the appointee is assigned to:**

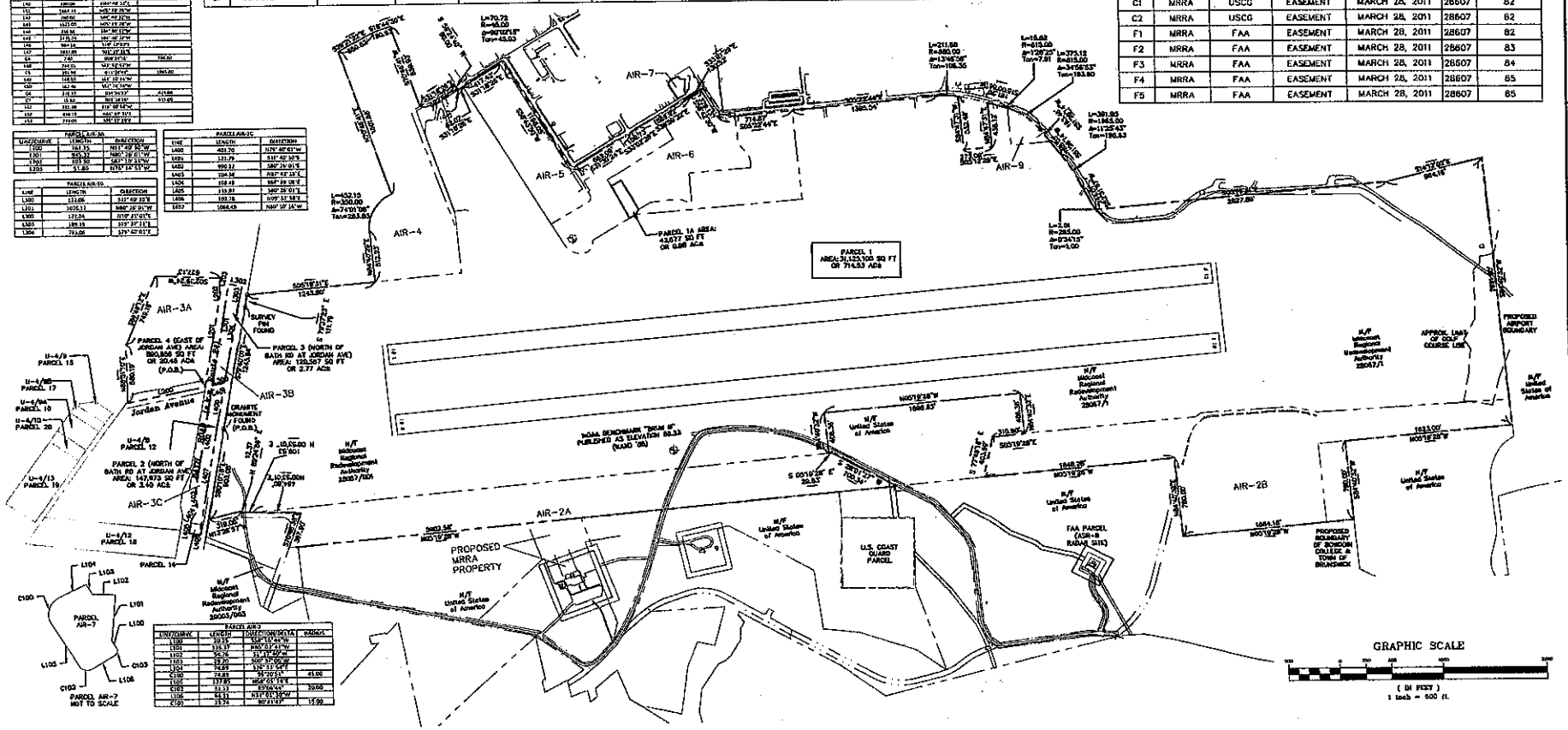
**Base Realignment and Closure Program Management Office Northeast Department of the Navy**

**B. J. Penn**
**Assistant Secretary of the Navy (Installations and Environment)**

August 18, 2006
**Date**

**PMO RE-6**

LITHO, IN U.S.A.




| LAND ACQUISITIONS AND EASEMENTS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| KEY | GRANTOR | GRANTEE | INSTRUMENT | RECORDED | | | ACREAGE | SUBPARCEL/AIC | Remarks |
| | | | | DATE | BOOK | PAGE | | | |
| 1 | US GOVERNMENT | MRRA | PUBLIC BENEFIT CONVEYANCE DEED | MARCH 28, 2011 | CCRD 28607 | 1 | 714.53 | | US NAVY TO MRRA |
| 1a | US GOVERNMENT | MRRA | PUBLIC BENEFIT CONVEYANCE DEED | AUGUST 16, 2011 | CCRD 28908 | 1 | 0.86 | | US NAVY TO MRRA - NEW FUEL FARM PARCEL |
| 2 | US GOVERNMENT | MRRA | PUBLIC BENEFIT CONVEYANCE DEED | MARCH 14, 2012 | CCRD 29439 | 1 | 102.46 | AIR 2A / 49.09 AIR 26 / 70.61 AIR 4 / 34.13 AIR 5 / 16.10 AIR 8 / 17.54 AIR 7 / .55 AIR 9 / 2.56 | US NAVY TO MRRA |
| 3 | US GOVERNMENT | MRRA | PUBLIC BENEFIT CONVEYANCE DEED | MARCH 14, 2012 | CCRD 29438 | 172 | 26.26 | AIR-3A 20.45 AIR-3B 2.8 AIR-3C 3.4 | US NAVY TO MRRA |
| 12 | US GOVERNMENT | MRRA | EASEMENT | MARCH 28, 2011 | CCRD 28607 | 1 | 27.2 | | PERPETUAL EASEMENT CONTAINING 27.20 ACRES, FILED APRIL 8, 1986, AND RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS. |
| 14 | US GOVERNMENT | MRRA | EASEMENT | MARCH 28, 2011 | CCRD 28607 | 1 | 0.339 | | PERPETUAL EASEMENT OF 0.339 ACRES, RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS, AT BOOK 6985, PAGE 125. |
| 15 | US GOVERNMENT | MRRA | EASEMENT | MARCH 28, 2011 | CCRD 28607 | 1 | 0.738 | | PERPETUAL EASEMENT OF 0.738 ACRES, FILED APRIL 9, 1986, AND RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 6715B, PAGE 243. |
| 16 | US GOVERNMENT | MRRA | Easement | MARCH 28, 2011 | CCRD 28607 | 1 | 0.327 | | PERPETUAL EASEMENT OF 0.327 ACRES AND AND RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 7741, PAGE 212 |
| 17 | US GOVERNMENT | MRRA | EASEMENT | MARCH 28, 2011 | CCRD 28607 | 1 | 0.448 | | PERPETUAL EASEMENT OF 0.448 ACRES. RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 7741, PAGE 205. |
| 18<br>19 | US GOVERNMENT | MRRA | EASEMENT | MARCH 28, 2011 | CCRD 28607 | 1 | 3.028 | 2.12 | PERPETUAL EASEMENT OF 3.028 ACRES (PARCEL 18) AND 2.12 ACRES (PARCEL 19), AND RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 6644, PAGE 110. |
| 20 | US GOVERNMENT | MRRA | EASEMENT | MARCH 28, 2011 | CCRD 28607 | 1 | 0.19 | | PERPETUAL EASEMENT OF 0.19 ACRES. RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 6241, PAGE 200. |

NOTES:

1. PLAN REFERENCE(S):

a) PLAN ENTITLED, "BOUNDARY SURVEY – BRUNSWICK NAVAL AIR STATION", DATED 1997, BY SEBAGO TECHNICS, RECORDED IN PB 197, PGS 437–466.

b) VARIOUS PLANS FOR THE FEDERAL AVIATION ADMINISTRATION ON PARCELS CONVEYED OR TO BE CONVEYED, WHICH LIE WESTERLY OF THE AIRFIELD SHOWN HEREON.

c) PLANS FOR AREAS WHICH LIE EASTERLY OF THE AIRFIELD SHOWN HEREON, ADJACENT TO THE FORMER SERVICE STATION, THE SMALL ARMS RANGE, AND THE FIELD HOUSE.

2. AREA INFORMATION:

AREA OF ALL PROPOSED CONVEYANCE IS 42,037,213 SQ. FT. OR 965.04 ACRES±.

3. BASIS OF BEARINGS:

BEARINGS ARE BASED ON BEARINGS DEPICTED ON SURVEY WORK BY SEBAGO TECHNICS REFERENCED ABOVE.

4. ROAD INFORMATION:

BATH ROAD IS PER PLANS REFERENCED IN NOTE 2(a) ABOVE. LOCATION IS BASED ON EVIDENCE FOUND.

ACCESS, EGRESS, AND UTILITY EASEMENTS

| KEY | Grantor | Grantee | Instrument | Recorded | | |
|---|---|---|---|---|---|---|
| | | | | DATE | BOOK | PAGE |
| C1 | MRRA | USCG | EASEMENT | MARCH 28, 2011 | 28607 | 82 |
| C2 | MRRA | USCG | EASEMENT | MARCH 28, 2011 | 28607 | 82 |
| F1 | MRRA | FAA | EASEMENT | MARCH 28, 2011 | 28607 | 82 |
| F2 | MRRA | FAA | EASEMENT | MARCH 28, 2011 | 28607 | 83 |
| F3 | MRRA | FAA | EASEMENT | MARCH 28, 2011 | 28607 | 84 |
| F4 | MRRA | FAA | EASEMENT | MARCH 28, 2011 | 28607 | 85 |
| F5 | MRRA | FAA | EASEMENT | MARCH 28, 2011 | 28607 | 85 |

ENGINEER'S SEAL


PROJECT DESIGNER
Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, NH 03101-1227
Tel 603-669-5555
Fax 603-669-4168
Web Page: www.hoyletanner.com


DESIGNED BY: Mark Tanner © Associates, Inc. 2011
DRAWN BY:
CHECKED BY:

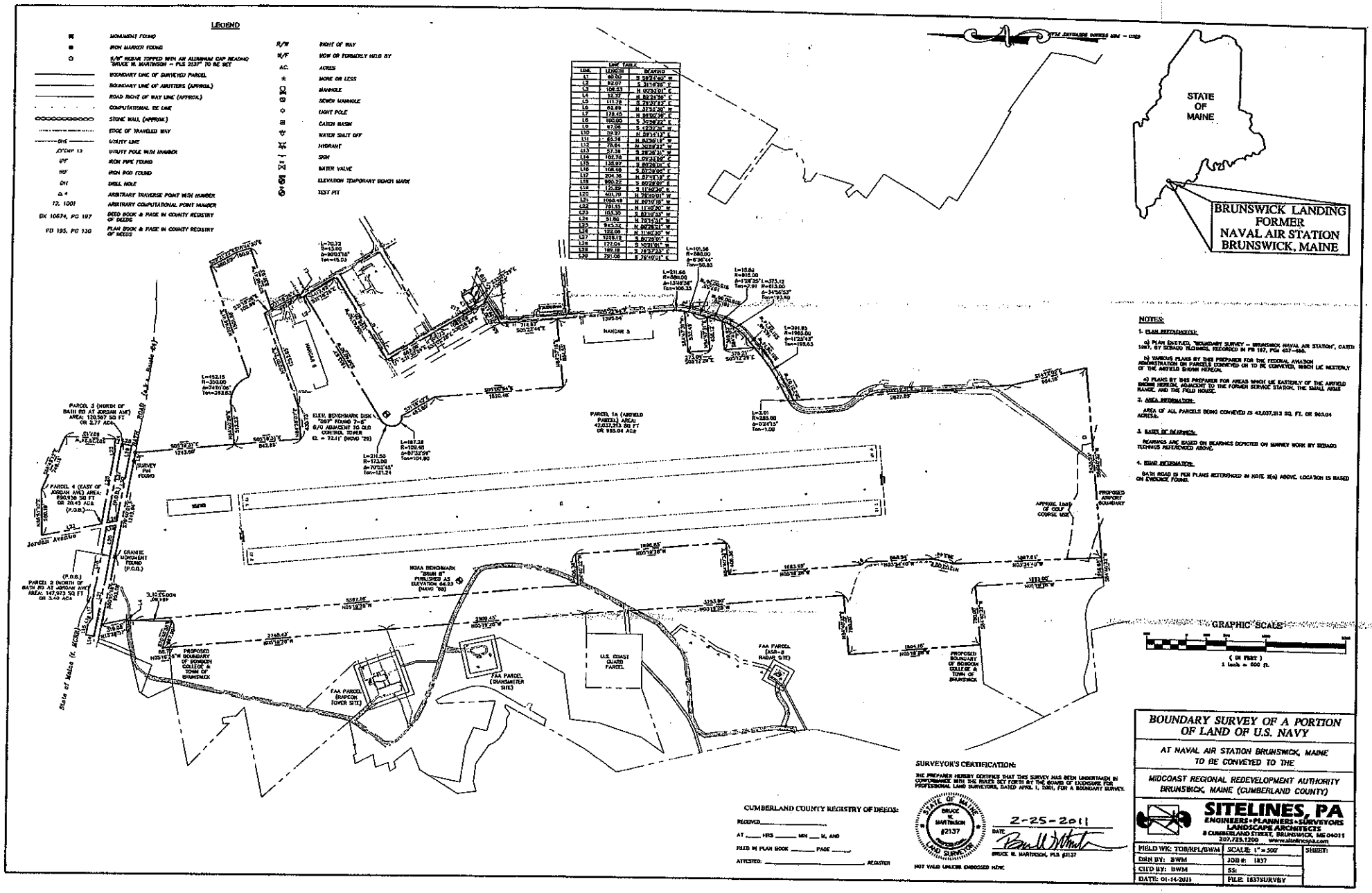
BRUNSWICK EXECUTIVE AIRPORT BRUNSWICK, MAINE

# EXHIBIT-A

DATE: MAY, 2011
SCALE:

| REVISIONS | | | |
|---|---|---|---|
| REV. NO. | DATE | DESCRIPTION | BY |

PROJ. No.: 3911GEN
FILE NAME: EXHIBIT-A
AP No.:
DRAWING NO.
1
SHEET 1 OF 1

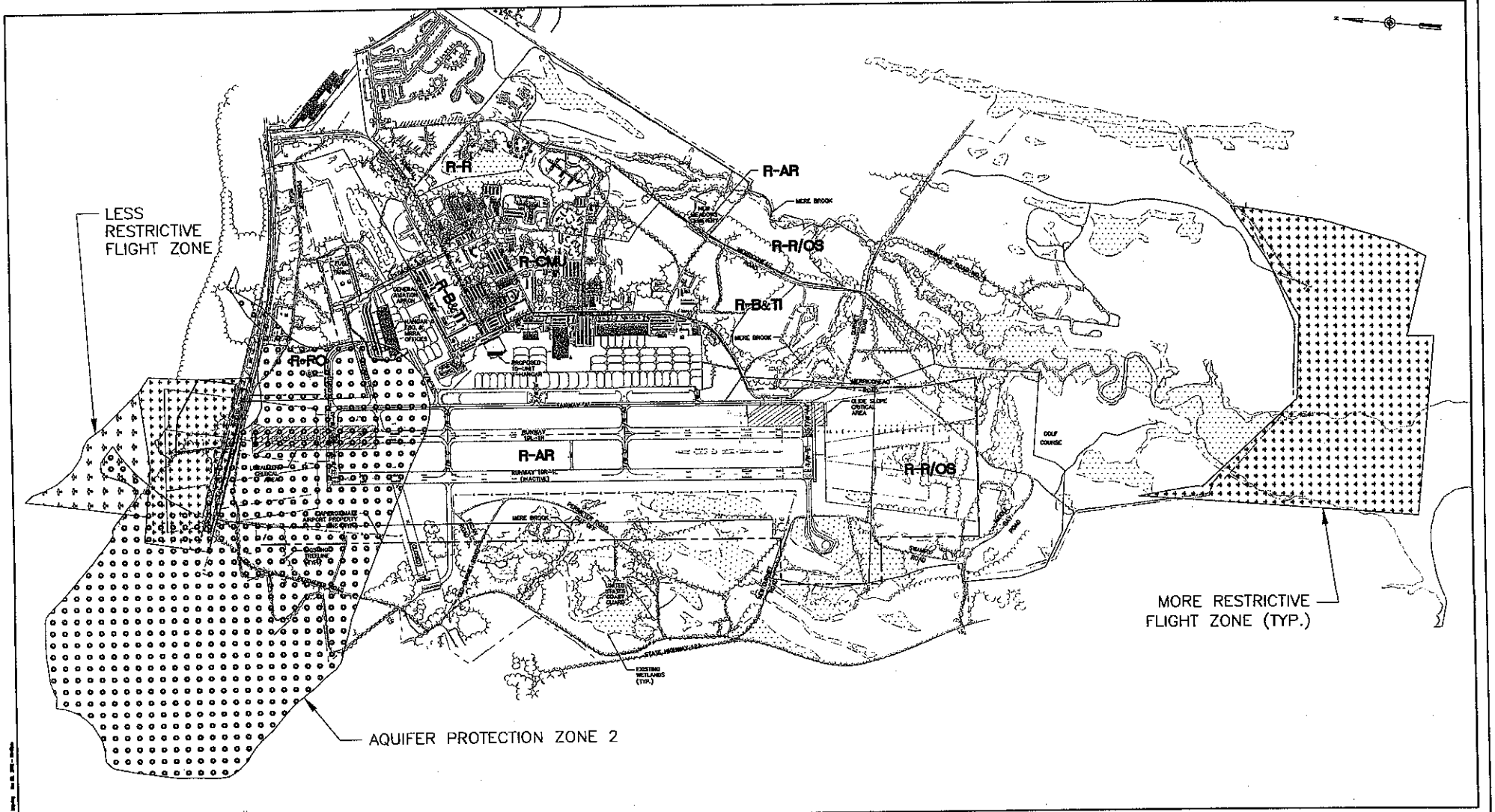

LEGEND
MONUMENT FOUND
IRON MARKER FOUND
5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON – PLS 2137" TO BE SET
BOUNDARY LINE OF SURVEYED PARCEL
BOUNDARY LINE OF ABUTTERS (APPROX.)
ROAD RIGHT OF WAY LINE (APPROX.)
COMPUTATIONAL TIE LINE
STONE WALL (APPROX.)
EDGE OF TRAVELED WAY
UTILITY LINE
UTILITY POLE W/N NUMBER
IRON PIPE FOUND
IRON ROD FOUND
DRILL HOLE
ARBITRARY TRAVERSE POINT W/N NUMBER
ARBITRARY COMPUTATIONAL POINT NUMBER
DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
R/W
N/F
AC.
±
MANHOLE
SEWER MANHOLE
LIGHT POLE
CATCH BASIN
WATER SHUT OFF
HYDRANT
SIGN
WATER VALVE
ELEVATION TEMPORARY BENCH MARK
TEST PIT
LINE TABLE
LINE LENGTH BEARING
L1 90.50 S 59°21'00" W
L2 82.07 S 31°19'26" E
L3 106.53 N 60°53'01" E
L4 12.37 N 83°21'39" E
L5 111.78 S 29°37'23" E
L6 63.69 N 32°52'39" W
L7 178.65 N 88°00'26" E
L8 100.00 S 30°58'22" E
L9 97.09 S 12°27'41" W
L10 39.97 N 29°31'13" E
L11 66.38 N 82°56'18" W
L12 79.64 N 30°39'13" W
L13 57.38 S 82°26'31" W
L14 192.78 N 09°33'26" E
L15 136.97 N 80°28'01" E
L16 108.68 S 87°39'06" E
L17 204.35 N 87°41'19" E
L18 990.52 S 80°28'01" E
L19 121.29 S 11°46'30" E
L20 401.79 N 78°40'01" W
L21 1088.18 N 80°01'19" W
L22 781.55 N 11°46'30" W
L23 103.30 S 87°26'30" W
L24 51.80 N 78°43'31" W
L25 943.32 N 80°28'01" W
L26 102.66 N 11°46'30" W
L27 1019.12 S 80°28'01" E
L28 122.04 S 10°31'01" W
L29 189.18 S 78°37'23" E
L30 291.06 S 79°40'01" E
STATE OF MAINE
BRUNSWICK LANDING FORMER NAVAL AIR STATION BRUNSWICK, MAINE
NOTES:
1. PLAN REFERENCES:
a) PLAN ENTITLED, "BOUNDARY SURVEY – BRUNSWICK NAVAL AIR STATION", DATED 1987, BY BERADO ILLSLEY, RECORDED IN PB 197, PGS 457–466.
b) VARIOUS PLANS BY THIS PREPARER FOR THE FEDERAL AVIATION ADMINISTRATION ON PARCELS CONVEYED OR TO BE CONVEYED, WHICH LIE WESTERLY OF THE AIRFIELD SHOWN HEREON.
c) PLANS BY THIS PREPARER FOR AREAS WHICH LIE EASTERLY OF THE AIRFIELD SHOWN HEREON, ADJACENT TO THE FORMER SERVICE STATION, THE SMALL ARMS RANGE, AND THE FIELD HOUSE.
2. AREA INFORMATION:
AREA OF ALL PARCELS BEING CONVEYED IS 42,037,213 SQ. FT. OR 965.04 ACRES±.
3. BASIS OF BEARINGS:
BEARINGS ARE BASED ON BEARINGS DEPICTED ON SURVEY WORK BY BERADO TECHNICS REFERENCED ABOVE.
4. ROAD INFORMATION:
BATH ROAD IS PER PLANS REFERENCED IN NOTE 1(a) ABOVE. LOCATION IS BASED ON EVIDENCE FOUND.
PARCEL 3 (NORTH OF BATH RD AT JORDAN AVE) AREA: 120,967 SQ FT OR 2.77 ACS±
PARCEL 4 (EAST OF JORDAN AVE) AREA: 830,938 SQ FT OR 19.45 ACS±
PARCEL 2 (NORTH OF BATH RD AT JORDAN AVE) AREA: 147,973 SQ FT OR 3.40 ACS±
PARCEL 1A (AIRFIELD PARCEL) AREA: 42,037,213 SQ FT OR 965.04 ACS±
ELEV. BENCHMARK DISK "097" FOUND 7'-E 8/0 ASHCENT TO 24.0 CONTROL TOWER EL. = 72.11' (NGVD '29)
NOAA BENCHMARK "BRUM 8" PUBLISHED AS ELEVATION 44.33 (NAVD '88)
HANGAR 5
HANGAR 6
RUNWAY
Jordan Avenue
State of Maine (E. Hook)
PROPOSED BOUNDARY OF BOWDOIN COLLEGE, A TOWN OF BRUNSWICK
FAA PARCEL (RADIO TOWER SITE)
FAA PARCEL (TRANSMITTER SITE)
U.S. COAST GUARD PARCEL
FAA PARCEL (MARK SITE)
APPROX. LIMIT OF GOLF COURSE USE
PROPOSED AIRPORT ROADWAY
GRAPHIC SCALE
( IN FEET )
1 inch = 500 ft.
CUMBERLAND COUNTY REGISTRY OF DEEDS:
RECEIVED: _____
AT _____ HRS _____ MIN ___ M, AND
FILED IN PLAN BOOK _____ PAGE _____
ATTESTED: _____ REGISTER
SURVEYOR'S CERTIFICATION:
I/WE PREPARER HEREBY CERTIFIES THAT THIS SURVEY WAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.
STATE OF MAINE BRUCE W. MARTINSON #2137 REGISTERED LAND SURVEYOR
DATE 2-25-2011
BRUCE W. MARTINSON, PLS #2137
NOT VALID UNLESS EMBOSSED HERE
BOUNDARY SURVEY OF A PORTION OF LAND OF U.S. NAVY
AT NAVAL AIR STATION BRUNSWICK, MAINE
TO BE CONVEYED TO THE
MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY
BRUNSWICK, MAINE (CUMBERLAND COUNTY)
SITELINES, PA
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelinespa.com
FIELD WK: TOB/RPL/BWM
SCALE: 1" = 500'
SHEET:
DRN BY: BWM
JOB #: 1837
CHD BY: BWM
SS:
DATE: 01-14-2011
FILE: 1837SURVEY

ATTACHMENT D

Supporting Graphics

includes:
Flood Insurance Rate Map, Town of Brunswick
Brunswick Zoning Overlay

KEY TO MAP
*EXPLANATION OF ZONE DESIGNATIONS
ZONE A
ZONE A2
ZONE A6
ZONE A12
ZONE B
ZONE C
ANDROSCOGGIN RIVER
COUNTY BOUNDARY
BRISCOE ISLAND
Brunswick Naval Air Station
Mere Point
Woodward Point
Buttermilk Point
COASTAL BASE FLOOD ELEVATIONS APPLY ONLY LANDWARD OF 0.0 NGVD
LOWER GOOSE ISLAND
RM 8
RM 9
RM 10
RM 11
RM 12
RM 13
RM 14
RM 16
RM 17
APPROXIMATE SCALE
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
TOWN OF
BRUNSWICK, MAINE
CUMBERLAND COUNTY
PANEL 15 OF 35
COMMUNITY-PANEL NUMBER
EFFECTIVE DATE:
Federal Emergency Management Agency




# BRUNSWICK EXECUTIVE AIRPORT
# BRUNSWICK, MAINE
# ZONING MAP

0 750 1,500 3,000 FEET

SCALE: 1"=750'

Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, NH 03101-1227
Tel 603-669-5555
Fax 603-669-4168
Web Page: www.hoyletanner.com

ATTACHMENT E

# Maine Dept. of Environmental Protection Land Use Permit

STATE OF MAINE

Department of Environmental Protection

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

August 2012

Midcoast Regional Redevelopment Authority
2 Pegasus St.
Suite 1, Unit 200
Brunswick, ME 04011
ATTN: Marty McMahon

RE: Site Location of Development Minor Revision Application, Brunswick
DEP #L-20116-26-T-M

Dear Mr. McMahon:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit or thoughts on how the Department processed this application please get in touch with me directly. I can be reached at (207) 592-1692 or at Marybeth.richardson@maine.gov.

Sincerely,

Marybeth Richardson, Project Manager
Division of Land Resource Regulation
Bureau of Land and Water Quality

pc: File

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST

BANGOR
106 HOGAN ROAD
BANGOR ME 04401
(207-941-4570 FAX 207-941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 764-3143

WEB SITE: WWW.MAINE.GOV/DEP

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION
AUGUSTA, ME 04333

DEPARTMENT ORDER
IN THE MATTER OF

| | |
|---|---|
| MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY | ) SITE LOCATION OF DEVELOPMENT ACT |
| Brunswick, Cumberland County | ) |
| AIRPORT IMPROVEMENTS | ) MINOR REVISION |
| L-20116-26-T-M (approval) | ) FINDINGS OF FACT AND ORDER |

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY with the supporting data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: The Brunswick Naval Air Station has been in operation since 1942. In Department Order #L-18093-4E-A-N, dated June 5, 1992, the Department approved a dam reconstruction on an unnamed stream. In Department Order #L-20116-NL-A-N, dated December 20, 1999, the Department approved the stormwater management plan for the construction of a new family housing complex, and in Department Order #L-20116-87-B-N, dated September 28, 2000, the Department approved the construction of new Bachelor's Enlisted Quarters under the Site Location of Development Act (Site Law). Subsequent Department Orders have approved numerous new projects and modifications under the Site Law. The development is no longer in use as an active military base and is undergoing redevelopment for civilian use. The Brunswick Executive Airport is owned and operated by the applicant and is currently converting from the former Naval Air Station to meet civilian standards established by the Federal Aviation Administration (FAA). The development is located off Route 24 in the Town of Brunswick.

B. Summary: The applicant proposes to construct a number of improvements at the airport, including replacing four entrance gates, upgrading electrical service and installing a segmented circle and wind cone on the airfield, modifying and/or installing taxiway and runway lights, installing a rotating beacon on an existing building, installing airport signage, constructing aircraft hangars, and relocating or demolishing equipment associated with a precision radar system that was used by the Navy. The hangar project will consist of the removal of existing concrete that served as the foundation for a Navy hangar that has since been removed from the site, and the construction of a 10-unit T-hangar within the footprint of the former Navy hangar. Two additional 10-unit T-hangars are proposed for future development and will be constructed as demand requires. The applicant also proposes to construct three four-unit hangar "condos" along Orion Street at a future time. A full description of these projects was included in the application and the details are shown on a set of plans, the first of which is titled "Brunswick Executive Airport –

Brunswick, Maine: Proposed 10 Unit T-Hangar and Future Development," prepared by Hoyle, Tanner & Associates and June 12, 2012, with a latest revision date on any sheet of June 28, 2012.

C. Current Use of Site: The site of the airport improvements is currently developed with buildings and impervious areas associated with the airport. A portion of the airport is currently in use by privately-owned aircraft.

2. FINDING:

The electrical, lighting and signage improvements will occur on the existing airport, which is already equipped with safety lighting.

There is no new impervious area associated with the proposed project. The project area currently consists of 100 percent impervious area, including concrete apron pavement and concrete hangar floor and foundation. The initial T-hangar project will disturb approximately 2.8 acres of this area and will replace it with 11,975 square feet of hangar building and 110,755 square feet of either asphalt or concrete pavement apron. The future hangar buildings, including the two additional T-hangars and the two hangar condos, will create approximately 41,982 square feet of redeveloped impervious area, for a total new building area over existing pavement of approximately 53,957 square feet. The applicant submitted an erosion control plan that meets the Chapter 500 Basic Standard.

In accordance with Chapter 500, Site Law projects including redevelopment must meet the General Standards to the extent practicable. The Department determined that it is not practicable to treat runoff from the redeveloped area. To meet the General Standards, the applicant intends to remove approximately 59,448 square feet of existing taxi lane pavement and vegetate this area. Taken together with the proposed removal of the radar system no longer in use by the Navy, approximately 62,484 square feet of existing impervious area will be removed and the sites vegetated. An engineer from the Division of Watershed Management of the Bureau of Land and Water Quality (BLWQ) reviewed the proposed project and stated that it meets Department standards for stormwater management. The proposed removal of existing impervious area meets the General Standards requirement of Chapter 500.

The proposed project is in the watershed of Mare Brook, which is an urban impaired stream. The proposed project is eligible for the exception to the Urban Impaired Stream standard in Chapter 500(4) (D) (3) because it involves redevelopment of existing impervious area. The new use of the existing impervious area is not likely to increase stormwater impacts in the proposed project's stormwater runoff beyond the levels already present. Additionally, the proposed project meets the Flooding Standard because the applicant proposes to reduce the amount of existing impervious area and replace it with vegetation. Pavement removal and vegetation of those areas must be done in conjunction with project construction.

The proposed T-hangars will be equipped with a pilot's lounge including rest rooms. Upon completion of all of the hangars, daily water usage is estimated to be approximately

560 gallons per day. The applicant submitted a letter from the Brunswick-Topsham Water District, dated August 8, 2012, which states that the District will be capable of servicing this project. The proposed T-hangars are anticipated to generate 560 gallons per day of wastewater. The applicant submitted a letter from the Brunswick Sewer District, dated July 23, 2012, stating that the District will accept these flows. The proposed project was reviewed by the BLWQ's Division of Water Quality Management, which stated that the Brunswick Sewer District has the capacity to accommodate the additional wastewater flows and is operating in accordance with the water quality laws of the State of Maine.

Municipal solid waste from the proposed project is anticipated to be minimal and will be disposed of at the Brunswick Landfill. Excavated materials such as concrete, asphalt and gravel will be tested and hauled offsite to an aggregate plant for recycling. Any wood debris generated will be disposed of at a licensed or exempt facility such as the Brunswick Landfill. These methods of disposal are acceptable to the Department.

The proposed project is a minor change and will not significantly affect any other issues identified during previous Department reviews of the project site.

Based on its review of the application, the Department finds the requested minor revision to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-20116-NL-A-N, and subsequent orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A., Sections 481 et seq.:

A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.

B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.

C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.

D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C provided pavement removal and vegetation of those areas is done concurrently with project construction.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY to construct hangars and make other airport improvements as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. Pavement removal and vegetation of those areas shall be done in conjunction with project construction.

5. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-20116-NL-A-N, and subsequent orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 22nd DAY OF August, 2012.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Filed

AUG 23 2012

State of Maine
Board of Environmental Protection

BY: _____
Patricia W. Aho, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

MR/L20116TM/ATS#74824

## DEP SITE LOCATION OF DEVELOPMENT (SITE) STANDARD CONDITIONS

**STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVALIS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.**

A. **Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.

B. **Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. **Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

D. **Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

E. **Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.

F. **Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

G. **Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.

H. **Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.