

QUITCLAIM DEED

THIS DEED, made this 29th day of July, in the year one thousand nine hundred and sixty-three, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare, acting by the Regional Director, Region III, Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (hereinafter referred to as the Act), party of the first part, and the Commonwealth of Virginia, party of the second part.

WITNESSETH:

WHEREAS, by letter dated June 21, 1963, certain surplus real property, hereinafter described, was assigned by the Chief, Real Property Division, Utilization and Disposal Service, Region 3, General Services Administration, to the Secretary of Health, Education, and Welfare, for disposal for educational purposes upon the recommendation of the Regional Representative, Division of Surplus Property Utilization, Region III, Department of Health, Education, and Welfare, that said property was needed for educational use in accordance with the provisions of the Act; and

WHEREAS, the party of the second part has made a firm offer to purchase the aforesaid property under the provisions of the Act and has made application for a one hundred (100%) per cent public benefit allowance and the Regional Director, Region III, Department of Health, Education, and Welfare, is desirous of approving such sale; and

WHEREAS, the Chief, Real Property Division, Utilization and Disposal Service, Region 3, General Services Administration, by aforesaid letter

of assignment dated June 21, 1963, advised that no objection is interposed to the proposed disposal of the property to the party of the second part; and

WHEREAS, the party of the first part has accepted the said offer of the party of the second part.

NOW THEREFORE, the party of the first part for and in consideration of the observance and performance of the party of the second part of the covenants, conditions, restrictions, and reservations hereinafter contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part has remised, released, and forever quitclaimed, and by these presents doth hereby remise, release, and forever quitclaim to the party of the second part, and its successors and assigns, all of the right, title, and interest of the party of the first part in and to all that certain parcel of land designated as a portion of the Oyster Point Ammunition Storage Annex, situate, lying, and being in the City of Newport News, Virginia, and more particularly bounded and described as follows:

BEGINNING at a point which is located on the original east right-of-way line of Virginia State Road No. 143 and the centerline intersection of Oyster Point Road, said point having a Lambert Coordinate Value (Virginia South Section) of N 287,050.14 and E 2,584,939.61, said point being the point or place of beginning; thence along the centerline of Oyster Point Road the following bearings and distances: S 84° 58' E 834.2 feet; N 71° 02' E 475.2 feet; N 58° 32' E 402.6 feet; N 78° 47' E 356.4 feet; S 74° 13' E 277.2 feet; S 77° 13' E 277.2 feet; S 73° 58' E 528 feet; S 82° 58' E 398 feet; N 67° 02' E 435.6 feet; N 74° 47' E 831.6 feet; S 78° 28' E 99 feet; S 71° 13' E 402.6 feet; S 87° 28' E 481.8 feet; N 89° 02' E 217.8 feet; S 69° 58' E 468.6 feet; S 58° 43' E 567.6 feet; N 88° 32' E 138.6 feet; S 23° 43' E 630 feet along the boundary line of the lands of the United States of America; thence northerly 674 feet along a curve to the left having a radius of 9424.3 feet on the east right-of-way line of an easement to the Virginia Electric and Power Company to the south right-of-way line of Oyster Point Road; S 88° 32' W 10 feet along said right-of-way line; thence along said right-of-way line N 58° 43' W 46 feet to a point

on the west right-of-way line of the Virginia Electric and Power Company; thence along the west right-of-way line of said Power Company the following bearings and distances: S 03° 09' E 230 feet; S 32° 57' E 701.42 feet; S 27° 31' E 1496.3 feet; thence over and across the land of the United States of America the following course: S 62° 28' W approximately 4034.94 feet to the southeast corner of the property being transferred to NASA; N 27° 32' 09" W 2010 feet; N 72° 29' 20" W 930 feet; N 17° 30' 40" E 439.72 feet; S 62° 28' W 1400 feet; N 27° 28' W 1293.55 feet to the south right-of-way line of the access road to the ADC Missile Facility; thence along said south right-of-way line N 62° 30' E 194.38 feet; thence easterly 47.13 feet along a curve to the right having a radius of 40 feet; S 49° 59' 20" E 115 feet; thence easterly 182.61 feet along a curve to the right having a radius of 465 feet; S 72° 29' 20" E 1439.97 feet to the boundary line of the ADC Missile Facility; thence along said boundary line S 17° 30' 40" W 439.72 feet; S 72° 29' 20" E 3180.80 feet; N 17° 30' 40" E 1546 feet; N 72° 29' 20" W 800 feet; N 17° 30' 40" E 250 feet; N 72° 29' 20" W 510 feet; S 17° 30' 40" W 250 feet; N 72° 29' 20" W 1870.80 feet; S 17° 30' 40" W 850 feet to the north right-of-way line of the access road to the ADC Missile Facility; thence along said right-of-way line S 77° 07' 42" W 210.13 feet; N 72° 29' 20" W 1258.70 feet; thence westerly 123.70 feet along a curve to the right having a radius of 315 feet; N 49° 59' 20" W 115 feet; thence westerly 223.88 feet along a curve to the left having a radius of 190 feet; S 62° 30' W 194.30 feet to the original east right-of-way line of Virginia State Road No. 143; thence along said east right-of-way line N 27° 28' W 1299.95 feet to the point or place of beginning, containing 347.97 acres more or less.

BEING a part of Tract No. 1 acquired for the Oyster Point Back-Up Storage Area by deed from Martha Woodroff Hiden, widow and executrix of the estate of Phillip W. Hiden, dated November 24, 1942, and recorded in Deed Book No. 95, Page 122, in the Office of the Clerk of the Circuit Court of Warwick (now City of Newport News), on November 24, 1942. Being a part of Tract No. 4 acquired for the Oyster Point Back-Up Storage Area by deed from Watson Long dated October 3, 1942, and recorded in Deed Book No. 94, Page 427, in the Office of the Clerk of the Circuit Court of Warwick County (now City of Newport News) on October 7, 1942. Being a part of Tract No. 11 acquired by condemnation proceedings for the Oyster Point Back-Up Storage Area by Declaration of Taking No. 1 (Misc. No. 11) dated July 8, 1942, owner unknown, filed in the United States District Court for the Eastern District of Virginia, Newport News Division. Title was vested in the United States of America on July 25, 1942. Being part of Tract No. 2 acquired for the Oyster Point Back-Up Storage Area by deed from Noah S. Blough dated October 20, 1942, and recorded in Deed Book No. 94 at Page 559 in the

Office of the Clerk of the Circuit Court of Warwick County (now City of Newport News) on October 27, 1942. Being part of Tract No. 3 acquired by condemnation proceedings for the Oyster Point Back-Up Storage Area by Declaration of Taking No. 1 (Misc. No. 11) dated July 8, 1942, owner Phillip W. Murry, et ux., filed in the United States District Court of the Eastern District of Virginia, Newport News Division. Title was vested in the United States of America on July 25, 1942.

RESERVING TO THE UNITED STATES OF AMERICA the following described easements and rights-of-way, including the perpetual right of ingress, egress, and regress thereupon at any time for any purpose necessary for the full use, occupation and enjoyment of the easements herein-after described:

1. A road easement, 30 feet each side of centerline, described as follows: Beginning at a point located S 72° 29' 20" E 973 feet from the southwest corner of ADC Missile Facility, thence S 27° 32' 09" E 1971 feet to the boundary line of Oyster Point Ammunition Storage Area.
2. A drainage easement, 25 feet each side of a centerline, described as follows: Beginning at a point which is located S 72° 29' 20" E 2770 feet from the southwest corner of ADC Missile Facility; thence (1) S 47° 23' W 408 feet, (2) S 27° 32' 09" E 586 feet to the boundary line of Oyster Point Ammunition Storage Area.
3. A drainage easement, 25 feet each side of a centerline, described as follows: Beginning at a point which is located S 72° 29' 20" E 2840 feet from the southwest corner of ADC Missile Facility, thence S 27° 32' 09" E 645 feet to the boundary line of Oyster Point Ammunition Storage Area.
4. A road and drainage easement, 30 feet each side of a centerline, described as follows: Beginning at a point which is located N 17° 30' 40" E 275 feet from the southeast corner of ADC Missile Facility; thence (1) southeasterly 293 feet along a curve to the right having a radius of 1432.69 feet, (2) S 27° 32' 09" E 302 feet to the boundary line of Oyster Point Ammunition Storage Area.
5. A drainage easement, 25 feet each side of a centerline, described as follows: Beginning at a point which is located N 17° 30' 40" E 740 feet from the southeast corner of ADC Missile Facility; thence (1) N 47° 23' E 1325 feet, (2) N 77° 35' E 483 feet; (3) N 54° 12' E 168 feet to the west right-of-way line of Virginia Electric and Power Company.

6. A drainage easement, 25 feet each side of a centerline, described as follows: Beginning at a point which is located N 17° 30' 40" E 1110 feet from the southeast corner of ADC Missile Facility, thence S 72° 29' 20" E 211 feet to the centerline of an existing ditch.

SUBJECT TO the following described easements and any other existing easements, rights-of-way, restrictions, privileges, licenses, and permits, whether of record or not:

A. A water-line easement from the United States of America to the Newport News Waterworks Commission, said parcel or strip of land being 30 feet wide, lying 15 feet on either side of the following described centerline: Beginning at a point which is located N 27° 32' 09" W 50 feet from the southern most corner of the above-described tract; thence (1) N 62° 28' E 2366 feet, (2) N 74° 04' E 210 feet to the south boundary line of said tract.

B. A road right-of-way easement from the United States of America to the Virginia State Highway Department, said parcel or strip of land being 30 feet wide and 2732 feet long, lying adjacent to and east of the original right-of-way line of Virginia State Road No. 143.

C. A gas pressure regulation station easement from the United States of America to Virginia Electric and Power Company of Virginia, being more particularly described as follows: Beginning at a point located N 27° 28' W 85 feet from the centerline intersection of the access road to the ADC Missile Facility and the east 30-foot easement line granted to the Commonwealth of Virginia for additional right-of-way for Virginia State Road No. 143; thence N 27° 28' W 70 feet along said east easement line, thence N 62° 32' E 40 feet, thence S 27° 28' E 70 feet, thence S 62° 32' W 40 feet to the point or place of beginning.

D. A telephone line right-of-way easement from the United States of America to the Chesapeake and Potomac Telephone Company of Virginia, said parcel or strip of land being 20 feet wide, lying 10 feet on either side of the following described centerline: Beginning at a point which is located easterly 2154 feet along the centerline of Oyster Point Road from the northwest corner of the above-described tract at the intersection of the original right-of-way line of Virginia State Road No. 143 and the centerline of said Oyster Point Road, thence S 23° 15' E 1615 feet to the boundary line of the ADC Missile Facility.

E. A power line right-of-way easement in two sections from the United States of America to the Virginia Electric and Power Company, said parcels or strips of land being 30 feet wide, lying on the south side of Oyster Point Road and more particularly described as follows: Beginning at

a point which is located easterly 1992 feet along the south side of Oyster Point Road from the northwest corner of the above-described tract at the intersection of the original right-of-way line of Virginia State Road No. 143 and the centerline of said Oyster Point Road, said point being the point of beginning of Section No. 1, thence 261 feet along said road to the end of Section No. 1, thence 1107 feet along said road to the beginning point of Section No. 2, thence 588 feet along said road to the end of Section No. 2 of the above-described easement.

F. A road right-of-way easement from the United States of America to the Virginia State Highway Department, said parcel or tract of land being located at the northeast corner of the above-described tract and more particularly described as follows: Beginning at a point in the centerline of Oyster Point Road designated as Corner No. 17 on a Real Estate Map, Oyster Point Ammo Storage Annex, U. S. Army Engineer District, Norfolk, Corps of Engineers, Norfolk, Virginia, dated September 12, 1962, thence N 88° 32' E 138.6 feet, thence S 23° 43' E 630 feet along the boundary line of the lands of the United States of America, thence northerly 674 feet along a curve to the left having a radius of 9424.3 feet on the east right-of-way line of an easement to the Virginia Electric and Power Company to the south right-of-way line of said Oyster Point Road, thence S 88° 32' W 10 feet along said right-of-way, thence N 14° 54' E 15.63 feet to the point or place of beginning, containing 0.85 acres more or less.

G. A revocable permit power line easement to the Virginia Electric and Power Company, 30 feet each side of a centerline, described as follows: Beginning at a point which is located N 17° 30' 40" E 399 feet from the southeast corner of ADC Missile Facility, thence S 72° 29' 20" E 951 feet to a point.

TO HAVE AND TO HOLD all and singular the foregoing described property unto the party of the second part, its successors and assigns, forever.

PROVIDED HOWEVER, that this Deed is made and accepted upon each of the following conditions subsequent which shall be binding upon and enforceable against the party of the second part, its successors and assigns, and each of them as follows:

1. That for a period of twenty (20) years from the date of this deed the above-described property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the application of the party of the second

part dated May 1, 1963, and supplemented by letter dated June 19, 1963, and for no other purpose. The aforementioned application, as supplemented, contains a schedule indicating dates on which the specific portions of the above-described property will be put in utilization and for that purpose divides the above-described property into six (6) separate tracts of land, identified in the application, as supplemented, as Parcels A, B, C, D, E, and F.

2. That during the aforesaid period of twenty (20) years, the party of the second part will resell, lease, mortgage, encumber, or otherwise dispose of the above-described property, or any part thereof or interest therein, only as the Department of Health, Education, and Welfare, or its successor in function, in accordance with its existing regulations, may authorize in writing.
3. That one (1) year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Department of Health, Education, and Welfare, or its successor in function otherwise directs, the party of the second part will file with the Department of Health, Education, and Welfare, or its successor in function, reports on the operation and maintenance of the above-described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purposes specified in the above-identified application and supplement thereto.
4. That in the event there is discovered in, upon or under the above-described premises, or in, upon or under any other

property within a radius of twenty (20) miles in all directions from the perimeter bounds of the above-described premises, any petroleum, gas, minerals, hydrocarbons or other ores or substances in commercial quantities or of commercial value, the party of the first part may, at its option, at any time during the aforesaid period of twenty (20) years, re-enter and effect reverter of all right, title, and interest in and to the subsurface rights and interests in the above-described premises and any such petroleum, gas, minerals, hydrocarbons or other ores or substances; and the party of the second part covenants, for itself, its successors and assigns, and each of them, which covenants shall attach to and run with the land hereby conveyed, that upon the exercise of the above-mentioned option by the party of the first part, the party of the second part, its successors and assigns, and each of them, will execute and deliver to the party of the first part, any and all instruments determined by the party of the first part to be necessary, in accordance with the law of the place where such subsurface rights are situated, to effect such retransfer of title and to retransfer to the party of the first part, its successors and assigns, lessees, agents or any other person acting pursuant to its permission and authority, the exclusive right at any time to enter upon said lands to search for, extract, work, remove and in any manner transport to market or otherwise dispose of said petroleum, gas, minerals, hydrocarbons or other ores or substances, including the right to operate any instrumentalities necessary or

convenient for locating, extracting or removing any of the aforesaid substances, together with the right of ingress, egress and regress over said land for said purposes and the right to all other things necessary or convenient in connection with any of the foregoing purposes.

In the event the foregoing condition is held invalid by any court having jurisdiction so to determine, then the same, nevertheless, shall constitute a covenant, which shall attach to and run with the land for the duration of the aforesaid period of twenty (20) years, by the party of the second part, its successors and assigns, to execute and deliver to the party of the first part, any and all instruments determined by the party of the first part to be necessary to effect the retransfer of title to all the subsurface rights and interests hereinabove described, in accordance with the law of the place where such rights or interests are situated, upon demand therefor by the party of the first part.

In the event of a breach of condition subsequent No. 1 set forth above, whether caused by legal or other inability of the party of the second part, its successors or assigns, to utilize the above-described property in accordance with the time schedule set forth in the aforementioned application, as supplemented, all right, title, and interest in and to such parcel or parcels not being properly utilized in accordance with the time schedule as determined by the Department of Health, Education, and Welfare, or its successor in function, shall, at its option, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon and the party of the second part, its successors or assigns, shall forfeit all right, title, and interest in and to such parcel or parcels of land and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. PROVIDED HOWEVER, that the failure of the Department of

Health, Education, and Welfare, or its successor in function, to insist in any one or more instances upon complete performance of said condition subsequent shall not be construed as a waiver or a relinquishment of future performance of such condition, but the party of the second part's obligation with respect to such future performance shall continue in full force and effect. PROVIDED FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for such breach of said condition within twenty-one (21) years from the date of this conveyance, the condition subsequent No. 1 set forth above together with all rights of the UNITED STATES OF AMERICA to re-enter, as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event of a breach of the conditions subsequent numbered two (2), three (3), and four (4) set forth above, whether caused by legal or other inability of the party of the second part, its successors or assigns, to perform any of the obligations herein set forth, all right, title, and interest in and to the above-described property shall, at its option, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon, and the party of the second part, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. PROVIDED HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function, to insist in any one or more instances upon complete performance of any of said conditions shall not be construed as a waiver or a relinquishment of future performance of any such conditions, but the party of the second part's obligations with respect to such future performance shall continue in full force and effect. PROVIDED FURTHER, that in

the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions subsequent numbered 2, 3, and 4 set forth above, together with all rights of the UNITED STATES OF AMERICA to re-enter, as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to the above-described premises, or any portion thereof, is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the party of the second part, at the option of the Department of Health, Education, and Welfare, or its successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above-described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the party of the second part to adapt the property for the educational use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damage including such cost as may be incurred in recovering title to or possession of the above-described property as it may sustain as a result of the noncompliance.

The party of the second part may secure abrogation of the conditions numbered 1, 2, 3 and 4 by:

a. Obtaining the consent of the Department of Health, Education, and Welfare, or its successor in function; and

b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the party of the second part of one hundred (100%) per cent of the current market value of four hundred thirty thousand (\$430,000.00) dollars, less a credit at the rate of five (5%) per cent for each twelve (12) months during which the property has been utilized in accordance with the program and plan specified in the above-identified application and supplement thereto.

The party of the second part by the acceptance of this deed covenants and agrees for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above-identified program and plan without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, of benefits to the party of the second part derived directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use, shall be considered to have been received and held in trust by the party of the second part for the party of the first part and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The party of the second part by the acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that there will be no interference with the natural flow of surface water from this water-shed and that the water will continue to flow into the appropriate tributaries which feed into the Big Bethel Reservoir without contamination or pollution. Any change in the natural flow of surface water necessary because of the future development of the property must first be approved by the Department of Health, Education, and Welfare, or its successor in function.

The party of the second part by the acceptance of this deed further covenants and agrees for itself, its successors and assigns, that the party of the first part shall have the right during any period of emergency declared by the President, or by the Congress of the United States, to full unrestricted possession, control, and use of the property hereby conveyed, or any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Such use may

be either exclusive or nonexclusive. Prior to the expiration or termination of the period of restricted use by the party of the second part, the party of the second part shall not impose any obligations upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share commensurate with the use of the cost of maintenance of such of the property as it may use nonexclusively or over which it may have nonexclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the party of the second part without Government aid, and (iv) be responsible for any damage caused by its use, reasonable wear and tear, acts of God and the common enemy excepted. Subsequent to the expiration or termination of the period of restricted use, the obligations of the Government shall be as set forth in the preceeding sentence and, in addition, the Government shall be obligated to pay a fair rental for all or any portion of the premises herein conveyed which it uses.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 29th day of July, 1963.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Health, Education,
and Welfare

By:

Edmund Baxter
Edmund Baxter
Regional Director
Region III
Department of Health, Education,
and Welfare

WITNESSES:

Philip T. Brown
B. M. - C. S. T. J.

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA

to wit:

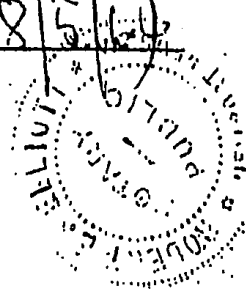
I, [Signature] a Notary Public in and for the
Commonwealth of Virginia, and [Signature] aforesaid, do hereby certify
that Edmund Baxter, whose name is signed to the writing above bearing
date on the 29th day of July, 1963, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument in
my [Signature] aforesaid.

Witness my hand and official seal this 29th day of July, 1963.

(SEAL)

[Signature]
Notary Public

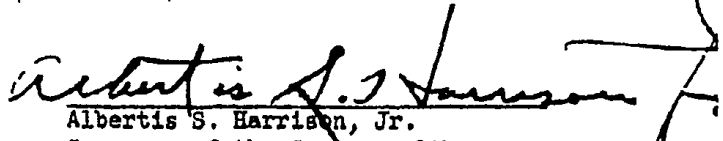
My Commission Expires 8/5/64



ACCEPTANCE

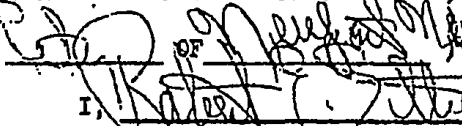
I, Albertis S. Harrison, Jr., Governor of the Commonwealth of Virginia, hereby accept for and on behalf of the Commonwealth of Virginia, the foregoing Quitclaim Deed dated the 29th day of July, 1963, from the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare, by the Regional Director, Region III, Department of Health, Education, and Welfare, and hereby agree for the Commonwealth of Virginia to be bound by the covenants, exceptions, reservations, conditions and restrictions contained therein.

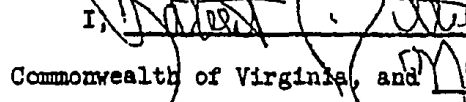
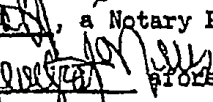
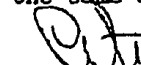
Witness my signature and seal this 29th day of July, 1963.


 Albertis S. Harrison, Jr.
 Governor of the Commonwealth
 of Virginia

ACKNOWLEDGMENT

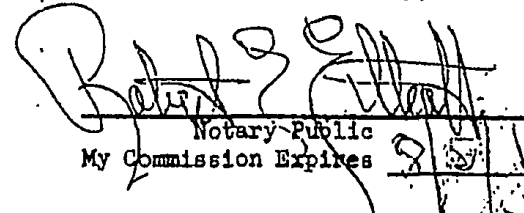
COMMONWEALTH OF VIRGINIA

 to wit:

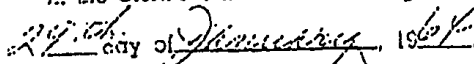
I, , a Notary Public in and for the Commonwealth of Virginia, and  aforesaid, do certify that Albertis S. Harrison, Jr., Governor of the Commonwealth of Virginia, whose name is signed to the Acceptance above, bearing date on the 29th day of July, 1963, personally appeared before me this day and acknowledged the same as the act of the Commonwealth of Virginia, before me in my  aforesaid.

Witness my hand and official seal this 29th day of July, 1963.


(SEAL)


 Notary Public
 My Commission Expires 8/31/1964

VIRGINIA City of Newport News, to-wit:

In the Clerk's Office of the Hustings Court for the City of Newport News, the 29th day of  1963, this Deed was presented with the certificate annexed, and admitted to record at 1:45 o'clock P. M.

Teste: Geo. S. DeShazor, Jr., Clerk

 D. C.

