



United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
15 State Street
Boston, Massachusetts 02109-3572

August 1, 2006

Mr. Joshua Mills, City Superintendent
Town of Frankfort
412 Main Street
PO Box 351
Frankfort, MI 49635-0351

Reference: Portion of Station Frankfort
100 Coast Guard Road, Frankfort, Michigan 49635
1-U-MI-582A

Dear Mr. Mills:

We are pleased to enclose a quitclaim deed that conveys the surplus Federal real property referenced above to the Town of Frankfort at 100 percent public benefit discount for public park and recreational use pursuant to 40 U.S.C. § 550 (e). Please review the deed for correctness and note the terms and conditions of the conveyance.

The Town of Frankfort will be responsible for complying with the terms and conditions of the deed in *perpetuity*. According to the deed, the property is to be developed and used according to the Program of Utilization which was submitted to the National Park Service as part of the Town's application to acquire the property dated June 24, 2005. To complete the conveyance, please execute, record, and return a certified copy of the *executed* deed to this office at your earliest convenience.

We appreciate your interest and cooperation in preserving this property for the public's use and enjoyment through the Federal Lands to Parks program. We hope it will be a valued asset to your community. If you have any questions, please call me at (617) 223-5190.

Sincerely,



Elyse R. LaForest

Program Manager
Federal Lands to Parks Program

Enclosure

Certified to be a true
copy of the original

Kimberly Kader, Clerk

QUITCLAIM DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Regional Director, National Park Service, Northeast Region with offices at 200 Chestnut Street, Philadelphia, PA 19106, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 550 (e), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the City of Frankfort, Michigan, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the City of Frankfort, County of Benzie, Michigan, together with the improvements thereon, and more particularly bounded and described as follows:

Part of the NE 1/4 of Section 28, T26N, R16W, unplatted City of Frankfort, Benzie County, Michigan.

Commencing at the Northeast corner of said Section, thence North 90 00 00 West, 690.00 feet (also recorded as N 89 58 W) along the North line of said Section; thence South 00 02 00 East, 1159.10 feet (also recorded as S 00 01 36 W, 1158.96 feet, S 00 00 00 W, 1160.38 feet and S 00 02 00 W, 1160.08 feet) to an iron rod and the point of beginning; thence South 00 15 46 West, 175.96 feet (also recorded as S 00 17 45 W, 175.61 feet, S 00 00 00 W, 175.00 feet and S 00 02 00 W, 175.21 feet); thence South 86 57 50 West, 21.56 feet; thence North 80 52 11

SUBJECT TO THE FOLLOWING:

A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed.

B. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and, assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 101-47.308-7 (n), and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated June 24, 2005, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements

entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. Beginning two years from the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Revenues generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6. The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at any time to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

7. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

8. The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), and Public Law 101-336, the Americans With Disabilities Act of 1990 (104 Stat. 337), that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

9. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed 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 the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and

continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee its successors and assigns, will: (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services 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, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successors; 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 Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

10. HISTORIC PRESERVATION COVENANTS: The Grantee agrees to comply with section 106 of the national historic preservation act of 1966, as amended (16 U.S.C. 470), executive order 11593 (May 13, 1971), and the archaeological and historic preservation act of 1966 (16 U.S.C. 469). The Grantee further agrees to consult with the state historic preservation officer in conducting investigations, as necessary, to identify sites and resources on the property that may be on, nominated to, or eligible for nomination to the national register of historic places, notify the Grantor of the existence of any such sites and resources, and comply with all requirements established by the Grantor to avoid or mitigate adverse effects on such sites or resources. The Grantee, in accepting this Deed, acknowledges and accepts the following historic preservation covenants:

- a) Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Preservation*, (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that caused the Property to be historic.
- b) When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation*, (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the property are planned.
- c) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.
- d) Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved

by the Secretary in consultation with the SHPO for consistency with *The Secretary of the Interior's Standards for Treatment of Historic Properties*.

- e) Archaeological resources shall be protected and preserved in place. All projects involving ground-disturbing activity shall be reviewed by the SHPO. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO.
- f) The Secretary or authorized representative, and the SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.
- g) In the event that the Property or any historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the Property shall, at the option of the Grantor, revert to the United States of America to be placed under administrative control of the Grantor.
- h) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.
- i) The failure of the Grantor, the Secretary or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- j) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

11. ENVIRONMENTAL CONSIDERATIONS:

A. Inclusion Of Provisions: The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

B. Asbestos: The Grantee, in accepting of this Deed, acknowledges that it has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee, in accepting of this Deed, acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

(1) The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.

(2) The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

(3) No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.

(4) The description of the Property as set forth herein, and any other information provided with respect to the Property was based on the best information available to the General Services Administration, Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.

(5) Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.

(6) Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, state and local laws, ordinances, orders and regulations relating to asbestos.

C. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

D. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and environment has been taken before the date of this conveyance. ~~Grantor warrants that~~ it shall take any response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

E. NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978: Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead based paint hazards

from risk assessments or inspections in the seller's possession and notify the buyer of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to converting the property to a residential dwelling.

F. No Liability For Non-U.S. Coast Guard Contamination

Neither the Grantor nor the U.S. Coast Guard shall incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-U.S. Coast Guard entities, is identified as the party responsible for contamination of the property.

12. NAVIGABLE AIRSPACE: Based upon coordination between the General Services Administration and the Federal Aviation Administration (the "FAA") as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that a public airport, Frankfort Dow Memorial Airport, is located within six nautical miles of the Property. There shall be no construction on, or alteration of, the Property unless a determination of "no hazard to air navigation" is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

13. CONDITION OF THE PROPERTY: Grantee by its acceptance hereof certifies that it has inspected, is aware of and accepts the condition and state of repair of the property. It is understood and agreed that the property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in any particular condition, or fit to be used for any particular purpose. Grantee acknowledges that Grantor has made no representation or warranty of any kind concerning the condition or state or repair of the property which has not been fully set out in the deed, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor or the United States of America, acting by and through the Secretary of Homeland Security, United States Department of Homeland Security to make any alterations, repairs, or additions. The Grantor and the United States of America, acting by and through the Secretary of Homeland Security, United States Department of Homeland Security, shall not be liable for any latent or patent defects to or on the hereinabove described real estate (including all improvements located thereon). The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the tract of real estate described herein (including all improvements located thereon) nor any agreement or promise to alter, improve, adapt, or repair any portion of the referenced real estate.

14. COVENANT AGAINST DISCRIMINATION: The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its 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 religion for premises 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.

15. RIGHT OF REVERSION: In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

Signature Page Follows

This deed is executed and delivered to the said Recipient, its successors and assigns, without any warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 27 day of July, 2006.

UNITED STATES OF AMERICA

By: Mary A. Bomar
Mary A. Bomar, Regional Director
Northeast Region
National Park Service

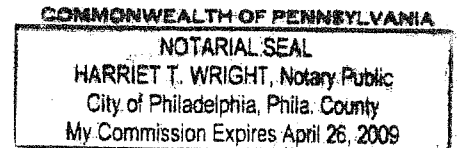
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, the undersigned, a Notary Public in and for the aforesaid State and County, do hereby certify that Mary A. Bomar, Regional Director of the National Park Service, Northeast Region, whose name is signed to the foregoing, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 27th day of July, 2006.

Harriet T. Wright
Notary Public

My commission expires: APRIL 26, 2009



This deed was prepared by Elyse LaForest, National Park Service, Northeast Region, 15 State Street, Boston, Massachusetts 02109.

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the City of Frankfort, Michigan, shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

City of Frankfort, Michigan

By: Richard Bayer
Richard Bayer, Mayor

STATE OF MICHIGAN)
)ss
County of Benzie)

On this 30th day of August, 2006, before me, the subscriber, personally appeared Richard Bayer, to me known, and known to me to be the individual described herein and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same on behalf of the City of Frankfort, Michigan.

Kimberly K. Kidder

NOTARY PUBLIC

My Commission expires:

KIMBERLY K. KIDDER
Notary Public, Benzie County, MI
My Commission Expires Jul. 25, 2012