



WHEN RECORDED MAIL TO:

Rim Country Educational Alliance
303 North Beeline Highway
Payson, AZ 85541



Payson Adm Site - Tonto NF

APN: _____

Exempt from Affidavit of Property Value Pursuant to ARS 11-1134(A)(3)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 3rd day of November, 2015, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, 333 Broadway SE, Albuquerque, New Mexico, 87102, hereinafter called **GRANTOR**, and **RIM COUNTRY EDUCATIONAL ALLIANCE SEPARATE LEGAL ENTITY**, a Political Subdivision of the State of Arizona, whose address is 303 North Beeline Highway, Payson, Arizona, 85541, hereinafter called **GRANTEE**.

WITNESSETH: The Grantor, as authorized by the Arizona National Forest Improvement Act of November 7, 2000, (Public Law 106-458; 114 Stat. 1983), the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of the sum of **FOUR MILLION ONE HUNDRED THOUSAND and NO 100/DOLLARS (\$4,100,000.00)**, the receipt of which is hereby duly acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, its successors and assigns, all its right, title, interest, and claim in and to the real property and improvements situated in the County of Gila, State of Arizona, more particularly described as follows:

GILA AND SALT RIVER MERIDIAN

T.10 N., R.10 E.

Sec. 2--Lots 6 and 8; SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

LESS AND EXCEPTING, that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ described and depicted on that certain plat filed on December 3, 1986, as Small Tracts Act Survey No. 017, Gila County, State of Arizona, Map File 215 and 215A, containing 0.33 acres, more or less.

Containing, after recognizing the exception, 253.3 acres, more or less.

Approved as to description, consideration and the condition of conveyance.

Debrah Solano

EXCEPTING AND RESERVING TO THE UNITED STATES, a right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

SUBJECT TO:

1. A public road easement for State Route 260, and rights incident thereto, 200-foot wide, and approximately 2790 feet (.53 miles) long, over and across portions of Lots 6 and 8, Sec. 2, T. 10 N., R. 10 E., Gila County, State of Arizona, as set forth in that certain Highway Easement Deed by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration, and the State of Arizona, dated 01/08/1991, and recorded 04/08/1991 in Docket 827, page 93. The existing centerline of the highway is the north boundary of the property. That portion of the highway lying within the property is approximately 6.40 acres.

2. The following CERCLA Notice, Covenant, and Reservation Regarding Hazardous Substances.

A. CERCLA NOTICE Regarding Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (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. Information is based upon: pertinent Federal records, recorded chain of title documents, aerial photographs, visual and physical inspection of the subject and adjacent property, review of reasonably attainable Federal, State, and local governmental records, and interviews with current and former employees. The Grantee has been provided with and hereby acknowledges the receipt of the following environmental investigation reports:

- **Phase I Environmental Site Assessment report prepared by Justin S. Hoppmann, Aztec Engineering, on September 10, 2012,**

B. CERCLA Covenant: Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), the Grantor warrants that all response action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.



1. This Covenant shall not apply:

- (a) In any case in which Grantee, its successor(s) or assign(s), or any successor 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 that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of 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 heir(s), successor(s), or assign(s), seek 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 heir(s), successor(s), or assign(s), shall provide Grantor at least 45 days written Notice of such a claim and provide credible evidence:

- (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 action or failure to act by the Grantee, its heir(s), successor(s), or assign(s), or any party in possession.

C. CERCLA ACCESS RESERVATION. Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(iii), Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation, removal, 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 response action, removal 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 response action, removal 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 corrective, response, 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 or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The Grantee, its heir(s), successor(s), and assign(s), hereby agrees to indemnify, release, defend, and hold harmless THE UNITED STATES OF AMERICA, its agencies, employees, agents, assigns and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against THE UNITED STATES OF AMERICA after the date of this agreement by any person or entity under any Federal, State, or local law, including, but not limited to environmental and tort laws, with respect to: (a) any lead based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the response action, covenant, and warranty provided above by THE UNITED STATES OF AMERICA in accordance with 42 U.S.C. § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend and hold harmless THE UNITED STATES OF AMERICA shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by THE UNITED STATES OF AMERICA in a court of competent jurisdiction.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this Quitclaim Deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 FR 34283, August 29, 1984.

UNITED STATES OF AMERICA

By: 

TRACY PARKER

Director of Lands and Minerals
Southwestern Region, Forest Service
United States Department of Agriculture



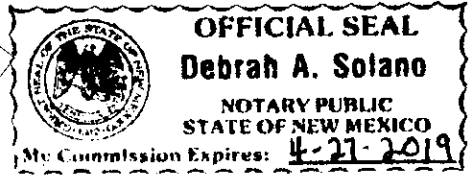
ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) §
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 3rd day of November, 2015, by Tracy Parker, known to me to be the Director of Lands and Minerals, Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn stated that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for the consideration and purposes therein contained.

Debrah A. Solano
Notary Public

My Commission expires: April 27, 2019



Unofficial

