

**WHEN RECORDED MAIL TO
AND SEND TAX STATEMENTS TO:**

**Consolidated Partners, LLC
49 Industrial Parkway,
Mound House, NV 89706**

**APN: 1420-06-702-001, 1420-06-702-004
(Vista Grande Administrative Site)**

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 24 day of January, 2023, by and between the **UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture**, hereinafter called **GRANTOR**, and **CONSOLIDATED PARTNERS, LLC**, a Nevada limited liability company, hereinafter called **GRANTEE**.

WITNESSETH: The **GRANTOR**, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 (FSFREA) (16 U.S.C. § 580d note; Pub. L. 109-54, Title V; 119 Stat. 559-563, as amended), the provisions of which have been met, has determined that this conveyance is in the public interest.

NOW THEREFORE, the **GRANTOR**, for and in consideration of the sum of **FOUR MILLION SIX HUNDRED TEN THOUSAND and No/100 DOLLARS and No/100 DOLLARS (\$4,610,000.00)** the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the **GRANTEE**, their successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Douglas, State of Nevada, more particularly described as follows:

Mount Diablo Meridian, Nevada

T. 14 N., R. 20 E.,
sec. 6, NW1/4NW1/4SE1/4, S1/2NW1/4SE1/4;

The areas described aggregate 30.00 acres more or less.

SUBJECT TO the State of Nevada Department of Transportation Right-of-Way No. CC-018400 (Highway 395).

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the **GRANTEE**, its successors and assigns forever.

THE GRANTEE acknowledges that the Property is land upon which Federal Government operations have been conducted and are being terminated.

CONDITION OF PROPERTY:

THE GRANTEE, in accepting this Quitclaim Deed, acknowledges and attests 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. The **GRANTEE**, in accepting this Quitclaim Deed, acknowledges that the **GRANTOR** has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Quitclaim Deed.

CERCLA CLAUSE:

CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h) (CERCLA).

NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to Section 120(h)(3)(A)(i) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice of hazardous substance activity, if any, at the Property by providing **GRANTEE** with the following documents:

- *Land Transaction Screening Process Worksheets*, August 2021, with Environmental Data Resources (EDR) reports, July 2021.

The inquiry revealed no evidence of release, disposal, or storage of a reportable quantity of a hazardous substance.

CERCLA COVENANT. Pursuant to Section 120(h)(3)(A)(ii) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES OF AMERICA** warrants that:

- (1) All response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property prior to this conveyance has been taken before the date of this conveyance; and
- (2) It shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply in any case in which **GRANTEE**, their heirs, 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** 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**, their heirs, 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 **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, their heirs, successors, or assigns, 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**, their heirs, successors, or assigns, shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and 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**, their heirs, successors, or assigns, or any party in possession.

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 remedial 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 remedial 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, 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 the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The **GRANTEE**, their heirs, successors, and assigns, hereby agree to indemnify, release, defend, and hold harmless the United States, 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 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) 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 remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C. § 9620(h); and (b) 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 Quitclaim 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 on the day and year first above written pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA



KATHRYN J. CONANT
Director of Lands & Minerals
Intermountain Region
USDA Forest Service

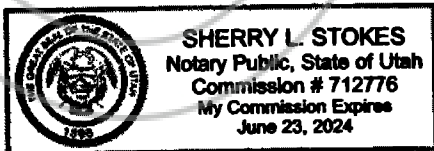
ACKNOWLEDGMENT


STATE OF UTAH

COUNTY OF WEBER

} **SS**

On this 24th day of January, 2023, before me, Sherry L. Stokes, a Notary Public in and for Weber County, personally appeared **Kathryn J. Conant, Director of Lands & Minerals, Intermountain Region, Forest Service, U.S. Department of Agriculture**, the signer of the within instrument, who acknowledged to me that she executed the foregoing instrument, by duly delegated authority.




Notary Public for the State of Utah
Residing in Warren, Weber County, UT
My Commission Expires June 23, 2024

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)
 a) 1420-06-702-004
 b) 1420-06-702-001
 c) _____
 d) _____

2. Type of Property:
- | | |
|----------------------------------------------------|-------------------------------------------------|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Sgl. Fam. Residence |
| c) <input type="checkbox"/> Condo/Twnhse | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apt. Bldg. | f) <input type="checkbox"/> Comm'l/Ind'l |
| g) <input type="checkbox"/> Agricultural | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other: _____ | |

FOR RECORDER'S OPTIONAL USE ONLY	
Document/Instrument No.:	_____
Book _____	Page _____
Date of Recording:	_____
Notes:	_____

3. a. Total Value/Sale Price of Property: \$4,610,000.00
 b. Deed in Lieu of Foreclosure Only (value of property) (\$0.00)
 c. Transfer Tax Value: \$4,610,000.00
 d. Real Property Transfer Tax Due: \$17,979.00

4. IF EXEMPTION CLAIMED:
 a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage Being Transferred: 100.00%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: *[Signature]* Capacity: Grantor
 Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: United States of America
 Address: 324 25th Street
 City: Ogden
 State: UT Zip: 84401

Print Name: Consolidated Partners, LLC
 Address: 49 Industrial Parkway
 City: Mound House
 State: Nevada Zip: 89706

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: First Centennial Title Company of Nevada Esc. #: 22032012-DR
 Address: 896 W Nye Ln, Ste 104
 City: Carson City State: NV Zip: 89703

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED