

After recording, please return to:  
LeAnn Maupin  
Idaho Panhandle NFs  
3815 Schreiber Way  
Coeur d'Alene, Idaho 83815-8363

## **AVERY WHITE HOUSE**

### **QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR**, and \_\_\_\_\_ name and address \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called **GRANTEE(S)**.

**WITNESSETH:** The Grantor, as authorized by Title V of the Fiscal Year 2006 Interior and Related Agencies Appropriations Act (P.L. 109-54), as amended, also known as the Forest Service Facilities Realignment and Enhancement Act of 2005 (FSFREA), 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 \_\_\_\_\_ (\$\_\_\_\_\_.00), the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Shoshone, State of Idaho, hereinafter called "**the Property**" (Exhibit A), more particularly described as follows:

## Boise Meridian

A tract of land lying in Lot 6, Section 15, T. 45 N., R. 5 E. Boise Meridian, in the State of Idaho, more particularly described as follows:

Beginning at Corner Number 1, said corner being a 6 inch copperweld set flush in a rock fill and marked "1 RLS 1031 1981" from which the corner of sections 10, 11, 14, 15 bears N. 73° 39' 38" E., 2884.41 feet,  
thence S. 13° 58' 08" E., 26.84 feet to Corner No. 2 which is a 6 inch copperweld set flush in the ground and marked "2 RLS 1031 1981" ,  
thence S. 85° 46' 05" W., 123.27 feet to Corner No. 3 which is a 2 inch diameter brass tablet on a 30 inch long iron pipe set 24 inches in the ground and marked "3 RLS 1031 1981",  
thence N. 0° 44' 58" E., 44.33 feet to Corner No. 4 which is an (X) marked on top of a 3 foot by 3 foot by 3 foot rock,  
thence S. 85° 28' 11" E., 116.24 feet to point of beginning, containing 0.0964 acres more or less.

### **SUBJECT TO:**

This deed and conveyance is expressly made subject to the following matters to the extent the same are valid and subsisting and affect the Property:

- 1) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and conduits and canals on, over and across said land whether or not of record.
- 2) All existing interests(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record.
- 3) All other existing interests reserved by the original GRANTOR(s) in chain of title unto said GRANTOR(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- 4) 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 Property.
- 5) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the Property.

The conveyance of the Property is made under and in consideration of the following notice, covenants, agreements, reservations and provisions:

#### **A) NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY**

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon information submitted by the USDA Forest Service, the GRANTOR hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property.

**B) CERCLA COVENANT**

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9620(h)(3)(A)(ii), the GRANTOR hereby warrants and covenants that

1. all response action necessary to protect human health and the environment 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:
  - 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 or petroleum products 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 or petroleum products, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
    - (iii) causes or exacerbates a release or threatened release of hazardous substances or petroleum products, the existence of which was previously unknown by GRANTOR and Grantee as of the date of this conveyance, but which is hereafter discovered by Grantee, its successors or assigns, or any party in possession of the Property.
3. In the event Grantee, its successors or assigns, seeks to have GRANTOR conduct or pay for any additional response action or corrective 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. In order for the 45-day period to commence, such notice must include 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 corrective action or part thereof was not the result of any failure to act by the Grantee, its successors or assigns, or any party in possession.
4. These warranties and covenants do not apply with respect to lead-based paint or asbestos-containing building materials associated with structures related to the subject Property, as those matters are addressed elsewhere in this deed, in accordance with the Forest Service Facilities Realignment and Enhancement Act (“FSFREA”), P.L. 109-54, 16 USC 580d, Note.

#### C) CERCLA ACCESS

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, response action or other corrective action, as needed to take action in accordance with the covenant, set forth above and made under Section 120(h)(3)(A)(ii) of CERCLA. 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 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 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, borings, test-pitting, data and records compilation and other activities related to environmental investigation, and to carry out response or corrective 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, response, or corrective actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### D) FSFREA DISCLOSURES AND WRITTEN ASSURANCES

Pursuant to Section 504(d)(3)(A) of the Forest Service Facility Realignment and Enhancement Act (“FSFREA”), Pub. L. 109-54, 16 USC 580d, Note, the GRANTOR hereby provides notice of the presence of lead-based paint and asbestos-containing building material on the Property by providing the GRANTEE with the following reports:

1. *Lead-based paint inspection report, dated July 15, 2014, prepared by Mountain Consulting Services, LLC.*
2. *Asbestos survey report, inspection conducted 1991, prepared by NAC Corporation/Northwest Asbestos Consultants.*

Notwithstanding the covenants provided by the UNITED STATES in the previous Provisions, the GRANTEE hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the Property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint or asbestos-containing building material associated with structures on the Property. Notwithstanding the covenants provided by GRANTOR in the previous paragraphs, the GRANTEE hereby agrees 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 any lead-based paint and/or asbestos-containing building material associated with the Property. This covenant to comply with applicable laws and to indemnify, release, defend, and hold harmless the UNITED STATES 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 in a court of competent jurisdiction.

#### E) PESTICIDES

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

#### F) POSSIBLE PRESENCE OF MOLD NOTICE

The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards found at

42 U.S.C. 9604 (a)(3). The Federal Government has not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal agency, will not constitute grounds for liability for damages against Grantor for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

G) AS-IS, WHERE-IS PROVISION

Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the deed, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in section B, above, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the Property.

No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the Property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.

Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA covenant or any other statutory obligations.

**IN WITNESS WHEREOF**, the GRANTOR, by its duly authorized representative, has executed this 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

BY: \_\_\_\_\_

**GEORGE M. BAIN**  
Director, Recreation, Minerals,  
Lands, Heritage and Wilderness,  
Northern Region,  
USDA Forest Service

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **George M. Bain**, Director of Recreation, Minerals, Lands, Heritage and Wilderness, Northern Region, Forest Service, U.S. Department of Agriculture, the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that he is the Director, Recreation, Minerals, Lands, Heritage and Wilderness, Northern Region, Forest Service, U.S. Department of Agriculture, and that said instrument was executed on behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Name (Printed)  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**GSA Certificate of Grantee Here**

Approved as to Consideration, Description, and Conditions  
By: \_\_\_\_\_ Date: \_\_\_\_\_

