

WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
ATTN: COUNTY MANAGER
1000 CENTRAL A VENUE, SUITE 350
LOS ALAMOS, NEW MEXICO 87544

RECORDER STAMP

**PARCEL A-16-b
QUITCLAIM DEED**

This indenture (hereinafter "DEED"), made this 25th day of September 2018 between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION** (hereinafter "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter "GRANTEE"); and

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States of America Acting By and Through the United States Department of Energy and Incorporated County of Los Alamos, New Mexico, Pursuant to 42 U.S.C. §2391 Note*, dated the 24th day of September 2002 (the "Agreement"), said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 Note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising approximately 5.76 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos New Mexico, to wit:

Los Alamos Tract A-16-b, as shown on survey plat by the Land Surveying Company (dated June 2, 2016), lying and being situate within Section 14, Township 19 North, Range 6

East of the New Mexico Principal Meridian, County of Los Alamos, State of New Mexico. Tract A-16-b is recorded as Document Number 226792 at Book 172 and Page 677 of the Los Alamos County Clerk records, depicted as Attachment A.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. All buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. All appurtenant easements and other rights appurtenant to the Property;
- C. All hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property; and
- D. All rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

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GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q.

To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Quitclaim Deed, no indemnification shall extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (ii) the giving of or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

[Signatures on the following pages]

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION has caused this document to be executed.

EFFECTIVE this 25th day of September 2018.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy, National
Nuclear Security Administration

By: Joelle Altamirano
JOELLE ALTAMIRANO
Real Estate Contracting Officer

STATE OF NEW MEXICO)
BERNALILLO COUNTY)

ACKNOWLEDGEMENT

On this 25th day of September 2018, before me, a Notary Public, personally appeared **Joelle Altamirano**, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the written instrument, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, National Nuclear Security Administration, and acknowledged this instrument to be the act and deed of said United States.

My Commission expires: January 25, 2019

[Signature]
Notary Public



ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, the
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO, hereby accepts and
approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained
therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: _____
HARRY BURGESS
County Manager

ATTEST: _____
County Clerk

DATE: _____

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of
_____ 2018, by **Harry Burgess**, County Manager, on behalf of said County.

Notary Public

My Commission expires: _____

Boundary Survey Plot
of
Tract A-16-B
Lying and being situate within Sections 14, Township 19 North, Range 6 East, New Mexico Principal Meridian,
County of Los Alamos, State of New Mexico.
Total Area = 5.76 Acres ±

Surveyors Notes

Every document of record reviewed and considered as part of this survey is noted herein. Only those documents noted herein were supplied to the surveyor or as researched by Land Surveying Company.

There may exist other documents of record that could or would affect this parcel.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or other facts that an accurate and current abstract may disclose.

This property lies within Zone "X" (an area determined to be outside the 0.2% annual chance floodplain. Firm Panel 35048C 02602, effective date June 17, 2008.

Legend

Basis of bearings are derived from Los Alamos National Laboratory Control referenced to NAD 83 New Mexico Central Zone State Plane Coordinates, grid bearings, ground distances. CSF = 0.99995550.

- Monuments found as noted.
- Monument Set, No. 4 rebar with NADPS 10886 Aluminum Cap.
- Los Alamos National Laboratory Monument found and used as noted.

COUNTY OF LOS ALAMOS } ss
STATE OF NEW MEXICO }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD ON THIS _____ DAY OF _____
A.D., 2016 AT _____ O'CLOCK _____ M., RECORDED
IN BOOK _____ PAGE _____ AS
DOCUMENT No. _____ IN THE OFFICE
OF THE COUNTY CLERK OF LOS ALAMOS COUNTY, STATE OF
NEW MEXICO.

WITNESS MY HAND AND SEAL OF COUNTY OFFICE

Consent to Record

I, Kimberly Davis Lebak, Manager, for the Los Alamos Field Office Authorized and Empowered to act for the U.S. Department of Energy, National Nuclear Security Administration, in Representing the United States of America do hereby offer for Recording the Map and Plot shown herein.

Kimberly Davis Lebak Date: 5/31/16
Kimberly Davis Lebak, Manager, Los Alamos Field Office

State of New Mexico } ss
County of Los Alamos }

The foregoing consent is acknowledged and sworn to before me, this 31st day of May, 2016, by Kimberly Davis Lebak, Manager, Los Alamos Field Office Authorized and Empowered by the U.S. Department of Energy, National Nuclear Security Administration, on behalf of whom this consent was executed.

Shane J. Lucero
Notary Public

OFFICIAL SEAL
Shane J. Lucero
Notary Public
State of New Mexico
My Commission Expires 06/15/18
My Commission Expires _____

Surveyors Certificate

I, Salvador I. Vigil, a New Mexico Registered Professional Surveyor, hereby certify that this Encasement Survey plot and the notes hereon were prepared from an actual field survey performed by me or under my direct supervision on March 25, 2016, and that I am responsible for this Survey as depicted on the plot hereon, easements as shown were established using found monuments, and existing documents. This survey is not a Land Division as stipulated in the New Mexico Subdivision Act, and meets and or exceeds the Minimum Standards set forth by the New Mexico Professional Board of Licensure for Surveyors and Engineers.

Salvador I. Vigil May 18, 2016
Salvador I. Vigil N.M.P.S. No. 10988

LAND SURVEYING COMPANY, LLC
Salvador I. Vigil, NMPS 10988 505-603-1511 - Cellular
P.O. Box 4384, Santa Fe, NM 505-473-0003 - Office

LOS ALAMOS TRACT A-16-B
U.S. DEPARTMENT OF ENERGY NATIONAL NUCLEAR SECURITY ADMINISTRATION

Sundance Consulting
8210 Louisiana Blvd NE, Suite C
Albuquerque, New Mexico 87113
505-835-7660

LAND SURVEYING COMPANY, LLC
PROJECT No. L-2795

NO	DATE	CLASS	REV	ADC	DESCRIPTION	DWN	DSON	CHKD	SUB	APP

DRAWN: S.I. Vigil
DESIGN: S.I. Vigil
CHECKED: S.I. Vigil
DATE: 04-11-2016

SUBMITTED: PROJECT: ENGINEER

SHEET One
1 OF

CLASSIFICATION: REVIEWER: DATE: REV.