

CORRECTION DEED

Revised

THIS INDENTURE, Made this the 18th day of April, 1950, between the United States of America, acting by and through the Secretary of the Army, under and pursuant to the powers and authority contained in Section 205 (k)(2)(D)(ii) of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, and duly delegated to the said Secretary of the Army by the Secretary of Defense, and the regulations issued pursuant to the said Act, party of the first part, and the State of Arizona, a Sovereign State of the United States of America, party of the second part.

WHEREAS, the property hereinafter described was declared surplus to the needs of the United States of America pursuant to the provisions of the Surplus Property Act of 1944 (58 Stat. 765) as amended, and War Assets Administration Regulation No. 1, as amended, (11 Fed. Reg. 408); and

WHEREAS, said property was a part of the Fort Huachuca Artillery Range, a military installation, used in part as a training and maneuvering area for combat troops, portions of which area were subjected to contamination by the introduction of unexploded and dangerous bombs, shells, rockets, mines and other charges, either below or upon the surface thereof; and

WHEREAS, the party of the first part, by and through the Corps of Engineers, Department of the Army, has caused the property to be inspected and has decontaminated the same to the extent deemed reasonably possible in the opinion of the party of the first part, and consistent with economic limitations, and has made certain recommendations pertaining to the use to which the land may be devoted; and

WHEREAS, the said recommendations are contained in a certificate, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the party of the first part by attaching such certificate does not intend to make, nor shall it be construed to have made; any representations of warranties pertaining to the condition of the land; and

WHEREAS, the party of the second part has evinced its desire to purchase such property with full knowledge of, and notwithstanding the foregoing recitals which are incorporated for the purpose of disclosing to the party of the second part the former use made of the property hereinafter described; and

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WHEREAS, by deed dated March 2, 1949, there was intended to be conveyed to the State of Arizona, pursuant to the provisions of the Surplus Property Act of 1944 (58 Stat.765) as amended, more particularly by Public Law 829, 80th Congress, approved June 29, 1948 and the regulations issued pursuant thereto, certain lands comprising the Fort Huachuca Artillery Range which were owned in fee simple by the party of the first part and which had been duly declared surplus to the then War Assets Administration, together with the possessory interest of the Department of the Army in and to a portion of lands owned by the State of Arizona, but located within the Fort Huachuca Artillery Range and used by the Department of the Army, which possessory interest was also declared surplus to and was under the jurisdiction of the War Assets Administration; and

WHEREAS, the descriptions contained in the aforesaid deed of March 2, 1949, were ambiguous in failing to clearly indicate, with respect to such lands owned by the State of Arizona, the intention to convey to the State of Arizona only the possessory interest over which the War Assets Administration had jurisdiction; and

WHEREAS, said deed was ambiguous in that the State-owned lands might be construed as having been made subject to the conditions, restrictions, limitations and the covenants relating to those land areas owned in fee simple by the party of the first part and also comprising a portion of the Fort Huachuca Artillery Range conveyed by said deed of March 2, 1949 to the State of Arizona; and

WHEREAS, by said deed, it was further intended to convey to the State of Arizona, pursuant to the provisions of the Surplus Property Act, as amended, more particularly by Public Law 829, 80th Congress, a certain portion of the Fort Huachuca Military Reservation which had been specifically excepted from a certain conveyance dated January 14, 1949 and recorded March 31, 1949, in the County Recorder's Office, Cochise County, Arizona in Docket #22, pp 422-426 by which a portion of the Military Reservation was conveyed to the State of Arizona for the use of the State Game and Fish Commission, pursuant to the provisions of Public Law 537, 80th Congress, approved May 19, 1948; and

WHEREAS, The description of the land included within the Fort Huachuca Military Reservation but excepted from the aforementioned conveyance to the State of Arizona, made under the provisions of Public Law 537, 80th Congress, and intended to be conveyed to the State of Arizona by said deed dated March 2, 1949, for the maintenance and training of civilian components in accordance with provisions of Public Law 829, 80th Congress, failed to correctly describe such area of land intended so to be conveyed; and

WHEREAS, it is the desire and intention of the parties to correct the aforesaid deed of March 2, 1949 in the manner and respects above-mentioned;

NOW, THEREFORE:

WITNESSETH, That said party of the first part for and in consideration of the premises and the continuous use of the property herein-after described by the party of the second part for the training and maintaining of civilian components of the armed forces of the United States of America, does remise, release and quitclaim unto the said party of the second part, its successors and assigns forever, all of its right, title, interest, claim and demand in and to the following described property, situate in the County of Cochise, State of Arizona; to-wit:

A parcel of land situated in the County of Cochise, State of Arizona, being those portions of Townships 20 and 21 South, Range 20 East and Townships 20 and 21 South, Range 21 East, Gila and Salt River Meridian, within the following described boundaries:

Beginning at the Northwest corner of Section 30 of said Township 20 South, Range 21 East; thence Easterly along the North line of said Section 30, one-half mile, more or less, to the quarter corner common to said Section 30 and Section 19, said Township and Range; thence Northerly along the West line of the East half of said Section 19, one mile, more or less, to the North quarter corner thereof; thence Easterly along the North line of said Section 19 and Section 20 and fractional Section 21, said Township and Range, two miles, more or less, to the North quarter corner of said Section 21; thence Southerly along the North-South quarter

section line of said Section 21 and of fractional Section 28 and Section 33, said Township and Range, three miles, more or less, to the South quarter corner of said Section 33; thence Westerly along the South line of said Section 33, a distance of 300 feet, more or less, to the Northeast corner of Section 4, Township 21 South, Range 21 East, Gila and Salt River Meridian; thence Southerly along the East line of said Section 4, one-half mile, more or less, to the quarter corner common to said Section 4 and fractional Section 3 said Township and Range; thence Easterly along the East-West quarter section line of said Section 3, nine-tenths mile, more or less to a point in the Easterly line thereof; thence Southerly along the Easterly line of said Section 3 and of fractional Section 10, said Township and Range, one and one-half miles, more or less, to the Southeast corner of said Section 10; thence Westerly along the South line of said Section 10, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 16, said Township and Range; thence Southerly along the East line of said Section 16, one mile, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 16, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 20, said Township and Range; thence Southerly along the East line of said Section 20, one-half mile, more or less, to the East quarter corner thereof; thence Westerly along the South line of the North half of said Section 20, one mile, more or less, to the quarter corner common to said Section 20 and Section 19, said Township and Range; thence Southerly along the East line of said Section 19, one-half mile more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 19, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 25, Township 21 South, Range 20 East, Gila and Salt River Meridian; thence Southerly along the East line of said Section 25, one-half mile, more or less, to the East quarter corner thereof; thence Westerly along the South line of the North half of said Section 25, one mile, more or less, to the quarter corner common to said Section 25 and Section 26, said Township and Range; thence Southerly along the East line of said Section 26, one-half mile, more or less, to the Southeast corner thereof, thence Westerly along the South line of said Section 26 and Section 27, said Township and Range, two miles,

180 more or less, to the Southwest corner of said Section 27, being also the Northeast corner of fractional Section 33 said Township and Range; thence Southerly along the East line of said Section 33, three-fourths mile, more or less, to a point in the Easterly Boundary of Fort Huachuca Military Reservation, as such Reservation is described in Executive Order dated 14 May 1883 and shown on Map No. 6203-100 entitled "Fort Huachuca, Arizona, Reservation Map", dated March 1936, on file in the Office of the Quartermaster General; said point also being the most Southerly corner of said fractional Section 33; thence Northerly along said Easterly boundary of Fort Huachuca Military Reservation, as above referred to and also the Westerly line of fractional Sections 33, 28, 21, 20, 17 and 8, said Township and Range, four and one-fifth miles, more or less, to the intersection thereof with the North-South quarter section line of said fractional Section 8; thence Northerly along said quarter section line one-half mile more or less, to the center of said Section 8; thence Easterly along the East-West quarter section line of said Section 8, one-fourth mile, more or less, to the Southwest corner of the East half of the Northeast quarter of said Section 8; thence Northerly along the West line of said East half of the Northeast quarter of Section 8, and along the west line of the East half of the Southeast quarter of Section 5, said Township and Range, one mile, more or less, to a point in the East-West quarter section line of said Section 5; thence Easterly along said East-West quarter section line, one-fourth mile, more or less, to the quarter corner common to said Section 5 and Section 4, said Township and Range; thence Northerly along the West line of said Section 4, one-half mile, more or less, to the Northwest corner thereof; thence Easterly along the North line of said Section 4, three-fourths mile, more or less, to the Southwest corner of the East half of the Southwest quarter of fractional Section 33, Township 20 South, Range 20 East, Gila and Salt River Meridian; thence Northerly along the West line of said East half of the Southwest quarter; one-half mile, more or less, to a point in the East-West quarter Section line, of said Section 33; thence Westerly along said East-West quarter Section line, one-fourth mile, more or less, to the West quarter corner of said Section 33; thence Northerly along the West line of said Section, one-eighth mile, more or less, to the Northwest corner thereof; said corner also

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Bldg. No.	Description	Size
T-1039	Garage (2 car)	24' x 24'
1052	Officers Quarters	31' x 43'
1068	" "	58' x 69'
1069	" "	49' x 78'
1100	Garage	23' x 23'
1112	" "	12' x 22'
1113	Coal Bin	5' x 8'
1114	Maids' Quarters	14' x 16'
1116	Officers' Quarters	24' x 4'
1117	Coal Bin	8' x 5' x 4'
1118	" "	8' x 5' x 4'
8023	Service Club #1,2 story	60' x 101'
14018	Warehouse	60' x 150'
14019	"	60' x 150'
14020	"	60' x 150'
14021	"	60' x 150'
14022	"	60' x 150'
14023	"	60' x 150'
T-1018 (174-A)		
T-4093 (59)		

Together with the following utilities located thereon:

1. Water system consisting of:
 - A- Those springs, water rights and pipelines hereinafter specifically referred to.
 - B- All of the water distribution system contained in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14, and all pipelines in Areas 8, 9, 11 and 12 necessary to active service with the water system, and all wells located in Areas 12 and 14 with pumps, chlorinators and all connecting services coordinated with the water system of Fort Huachuca.
2. Electrical System
 - A. The power plant in Area 3, Building 3051.
 - B. Electrical Distribution System contained in Areas 1 - 6 inclusive, Areas 7, 10 and 13; all connecting poles, wires and other distribution facilities necessary to maintenance and operation thereof.
 - C. Drainage structure.
 - D. Automatic Sprinkler System.
 - E. Fire Alarm System.
3. Gas Distribution System

Power plant and all gas lines in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14. All meters and other gas facilities commencing at point of gas delivery by El Paso Gas Company and all distribution facilities in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14.
4. Sewage Disposal System

Sewage disposal system consisting of all sewage facilities, including pipelines, and sewage disposal plants located in Areas 1 - 14, inclusive. All water distribution facilities in Areas 1 - 14, inclusive, not a part of the active distribution system, for those Areas which are heretofore assigned to National Guard.

TOGETHER with those developed springs and the water rights appertaining thereto, known as Garden Canyon and Huachuca Canyon situate on the following described property, heretofore conveyed by the United States of America to the State of Arizona for the use and benefit of its State Game and Fish Commission by deed dated January 14, 1949 and recorded March 31, 1949.

Beginning at survey station, designated as Corner Number 1, being the Southeast corner of Section 31 in Township 21 South, Range 19 East on the Military Reservation boundary line, which is the true point of beginning; thence North 1° 14' East, 124.70 feet; thence North 2° 06'

East, 18,562.70 feet to a point sometimes designated as Corner No. 2; thence North 82° 32' East, 34,458.20 feet, to a point sometimes designated as Corner No. 3; thence South 21° 23' East, 33,805.20 feet, to a point designated as Corner No. 4; thence South 43° 38' East, 11,321.70 feet to a point designated as Corner No. 5; thence South 34° 24' West, 16,816.80 feet to a point designated as Corner No. 6; thence South 56° 50' West, 995.30 feet; thence South 65° 50' West, 303.60 feet; thence South 18° 10' West, 301.00 feet; thence South 67° 40' West, 398.60 feet; thence North 34° 40' West, 731.90 feet; thence South 34° 20' West, 1,927.20 feet; thence South 67° 00' West, 244.90 feet; thence South 83° 45' West, 318.80 feet; thence South 87° 20' West 380.80 feet; thence South 17° 20' West, 755 feet; thence South 79° 06' West, 1,351.70 feet; thence South 67° 30' West, 1,197.90 feet; thence North 81° 05' West, 646.80 feet; thence South 49° 50' West, 580.80 feet; thence South 11° 30' West, 508.20 feet; thence South 66° 35' West, 704.90 feet; thence North 72° 50' West, 696.30 feet; thence South 44° 10' West, 1,379.40 feet; thence South 54° 10' West, 577.30 feet; thence South 4° 10' East, 2,283.60 feet; thence South 45° 30' West, 485.10 feet; thence South 17° 35' West, 739.20 feet; thence South 32° 30' East, 943.80 feet; thence South 35° 30' West, 2,438.70 feet; thence South 8° 50' East, 1,742.40 feet; thence South 44° 50' West, 389.44 feet; thence South 77° 15' West, 871.20 feet; thence North 61° 50' West, 594.10 feet; thence South 70° 50' West, 414.50 feet; thence North 54° 45' West, 502.90 feet; thence South 88° 40' West, 3,406.30 feet; thence South 88° 40' West, 1,377.40 feet; thence North 65° 40' West, 363 feet; thence North 84° 30' West, 348 feet; thence South 70° 00' West, 201.30 feet; thence North 38° 41' West, 1,001.20 feet; thence North 51° 16' West, 672.50 feet; thence North 47° 08' West, 384.10 feet; thence North 30° 30' West, 528 feet; thence North 56° 58' West, 749.10 feet; thence North 32° 33' West, 254.10 feet; thence North 31° 58' West, 1,152.40 feet; thence North 38° 24' West, 1,531.90 feet; thence North 39° 53' West, 520.10 feet; thence North 32° 45' West, 425.70 feet; thence North 46° 30' West, 201.30 feet; thence South 79° 48' West, 1,273.80 feet; thence North 46° 46' West, 1,336.50 feet; thence North 13° 19' West, 1,090.30 feet; thence North 11° 20' West, 869.70 feet; thence North 34° 58' East, 1,521.30 feet; thence North 13° 33' West, 295 feet; thence North 38° 00' West, 251 feet; thence North 28° 30' East, 814.40 feet; thence North 1° 30' East, 615.10 feet; thence North 1° 12' East, 290.00 feet; thence to a North-westerly direction across the top of the Huachuca Mountains Watershed divide line to the true point of beginning, designated as Corner No. 1.

EXCEPTING therefrom a parcel of land located within the area described by the above mentioned metes and bounds and more particularly described as follows:

X That land situated north of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19 E., G. & S. R. Mer. to Corner No. 5 of Reservation boundary, also being common corner to Reservation boundary and Sections 13 & 24, T. 22 S., R. 20 E. G. & S.R. Meridian, and south of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E. G. and S. R. Meridian; and lying east of a line running southerly in a straight line from south section corner common to 11 & 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S.R. Mer. to the northeast corner of Section 3. T. 23 S. R. 19 E.G. & S. R. Mer. and bounded on the east by the easterly Military Reservation boundary. X

TOGETHER with all existing pipelines located on the above-described land of the Arizona State Game and Fish Commission, connecting the aforesaid springs with water reservoirs located on the property herein conveyed and known as "Reservoir Hill." Together with easements on, over and across a strip of land 15 feet on either side of the said pipe lines for the use, operation, maintenance, repair and re-location of the above-mentioned pipelines as they now exist, together with rights of ingress and egress for maintenance, operation, repair and re-location thereof, which said easements were reserved in that certain conveyance between the United States as grantor and the State of Arizona as grantee, dated January 14, 1949.

Reserving, however, to the party of the first part and its assigns the right to tap into the above-mentioned water pipelines, without any cost or charge, for the purpose of furnishing water to the range areas of the property of the Arizona State Game and Fish Commission as above described.

Reserving, further, to the party of the first part and its assigns the right, perpetually, to use the land underlying those certain eighteen (18) buildings above enumerated, which are specifically excepted from this conveyance, for the use of said buildings in place, together with necessary rights of ingress and egress to such buildings and further reserving to the party of the first part and its assigns rights of ingress and egress through the main (East) gate of the property herein conveyed.

Reserving, further, to the party of the first part the right to use the land underlying buildings Nos. T-1018 (174-4) and T-4093 (59) which are specifically excepted from this conveyance, together with rights of ingress and egress for the benefit of the party of the first part and its assigns, prospective purchasers and invitees for the period of six months in order that said party of the first part may accomplish disposal of such two buildings.

Pursuant to the provisions of Executive Order 9908 of December 5, 1947 (12 F. R. 8223);

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect. There is also reserved from the foregoing conveyance all oil, gas, and other minerals in the above land, together with the right of the United States through its authorized agents, representatives or lessees, to enter upon, at any time, the land and prospect for, mine and remove such minerals.

SUBJECT, however, to a certain existing outlease to the Citizens Utilities Company, Nogales, Arizona, for the operation of the power generating plant located on the land conveyed herein; and

SUBJECT, FURTHER, to all other existing outleases for grazing and other purposes affecting the property herein conveyed which said outleases are revocable at will.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the appurtenances and privileges thereunto belonging, and all the estate, right, title, interest and claim of the party of the first part unto the said party of the second part, its successors and assigns forever, subject to the reservations, conditions, and covenants herein contained.

In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, during the period of 20 years from the date of this conveyance, all right, title and interest in and to the said premises shall revert to and become the property of the United States at its option, and it shall have the immediate right of entry upon said premises and the party of the second part, 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 War Assets Administrator, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that in the event the War Assets Administrator, or his successor in function, fails to exercise the option to re-enter the premises for any such breach within 21 years from the date of this conveyance, all of said conditions, and covenants, together with all rights of the United States of America to re-enter thereon as hereinabove provided, shall as of that date terminate and be extinguished.

The said party of the second part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns, forever, as follows:

1. For a period of 20 years from the date of this conveyance, the premises above described shall be continuously used and maintained for the training and maintaining of civilian components of the armed forces of the United States, and for incidental purposes pertaining thereto, but for no other purpose.
2. The party of the second part will not sell, lease, or otherwise dispose of, any of the premises above described within 20 years from the date of this conveyance, without first obtaining the written authorization of the Administrator, or his successor in function, to such sale, lease, or other disposal;

Provided, however, that any obsolete or surplus material resulting from re-location of the utility lines necessary to provide maximum efficiency in the operation of utility services may be sold without prior written authorization; and provided further that in so far as not inconsistent with the needs of any civilian component of the Armed Forces, areas lying within the artillery range may be outleased for livestock grazing purposes for limited periods of time within each year, and buildings or betterments lying within areas numbered 1 to 6 inclusive and in area 18 of the Fort Huachuca Military Reservation portion of the property may be outleased upon condition that the receipts of any such sale or outlease shall be paid into the State National Guard Fund and shall be used solely and exclusively for the maintenance and operation of the property herein conveyed.

3. The party of the second part may during the said 20 years period secure abrogation of all the said conditions and covenants, together with all rights of re-entry herein contained, except the right to repossess the premises as provided for in paragraph 4 hereinafter set forth, by:
 - (a) payment to the United States of an amount equal to the fair value of the property at the time application for abrogation of the conditions is made, less such an amount as may be determined by the War Assets Administrator, or his successor in function, to represent any increase in value attributable to capital improvements made by the purchaser; and
 - (b) obtaining the approval of the War Assets Administrator or his successor in function; and
 - (c) obtaining the approval of the appropriate Secretary or Secretaries whose certification with respect to suitability and necessity of the property for training and maintaining civilian components of the armed forces had been obtained as a condition precedent to this conveyance.
4. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge;

EXCEPT THAT the party of the first part shall be responsible during the period of such use, if occurring within a period of 20 years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid;

PROVIDED, HOWEVER, that if such use is required after the expiration of a period of 20 years from the date of this conveyance, or the party of the second part, its successors and assigns, have secured the abrogation of the conditions subsequent together with all rights of re-entry as hereinabove provided, the party of the first part shall pay a fair rental for the entire portion of the premises so used.

5. In the event of a breach of any condition or covenant herein imposed, the Administrator, or his successor in function, may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the United States of America.
6. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand by the Administrator, or his successor in function, take such action, including the prosecution or suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.
7. The party of the second part will furnish to the Arizona State Game and Fish Commission all necessary utility services to the above enumerated 18 buildings, excepted from this conveyance, on the basis of fixed fees to be agreed upon by the party of the second part and the said Arizona State Game and Fish Commission, except that water supplied through the above-mentioned developed springs and the pipelines shall be supplied to the Arizona State Game and Fish Commission without charge; provided, however, any revenues received as proceeds from operation contracts entered into by the party of the second part covering the utility systems, consisting of electrical, water and gas distribution systems, shall be paid into the State National Guard fund for use solely and exclusively for maintenance and operation of the property herein conveyed.

The foregoing conditions, reservations and limitations shall not be applicable with respect to any of the premises hereinbefore described which were, at the time of original conveyance from the party of the first part to the party of the second part, dated March 2, 1949, owned in fee by the party of the second part and with respect to which it is the intention of the party of the first part to quitclaim hereby only that possessory interest hereinabove referred to which was under the jurisdiction of War Assets Administration.

By the acceptance of this instrument the party of the second part admits and confesses to full knowledge with respect to the facts contained in the foregoing recitals as to the possible contaminated condition of the property.

By the acceptance of this instrument and as a further consideration for this conveyance, the party of the second part herein covenants and agrees for itself, its successors and assigns, to assume all risk for all personal injuries and property damages arising out of ownership, maintenance, use and occupation of all of the property hereinabove described whether the same was owned in fee by the party of the first part or the party of the second part; and further covenants

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and agrees to indemnify and save harmless the Department of the Army and the United States of America, their servants, agents, officers and employees, against any and all liability, claims, causes of action or suits due to, arising out of, or resulting from, immediately or remotely, the possible contaminated condition, ownership, use, occupation or presence of the party of the second part or any other person upon the property, lawfully or otherwise.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed by Frank Pace, Jr., Secretary of the Army of the United States of America and the seal of the Department of the Army to be affixed hereto this 18th day of April 1950.



UNITED STATES OF AMERICA

By Frank Pace, Jr.
Secretary of the Army

STATE OF VIRGINIA }
 } SS
COUNTY OF ARLINGTON)

On this 18th day of April 1950,
before me A. F. Spada, the undersigned officer,
personally appeared Frank Pace, Jr, Secretary
of the Army of the United States of America, known to me to be the
person described in the foregoing instrument, and acknowledged that he
executed the same in the capacity therein stated and for the purposes
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

A. F. Spada
Notary Public

My Commission expires 14 September 1952



FORM 314 Certificate of Official Character.

Commonwealth of Virginia }
County of Arlington } to wit:

I, H. BRUCE GREEN, Clerk of the Circuit Court of the County aforesaid in the State of Virginia, the
same being a Court of record, do certify that A. F. Spada
whose genuine signature is attached to the foregoing certificate is, and was at the time of signing the same,
a Notary Public in and for the said County, duly commissioned and qualified, residing in said County and
duly authorized, by virtue of his office, to take acknowledgements to deeds and other writings, and to
administer oaths under the laws of this State. I further certify that the official acts of the said
A. F. Spada are entitled to full faith and credit; that I am
well acquainted with the handwriting of the said A. F. Spada
and verily believe his signature to the foregoing proof or acknowledgment to be genuine; and that his
attestation is in due form of law. I further certify that the laws of Virginia do not require the im-
print of the Notary's seal to be filed with the authenticating officer.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court this
21st day of April, 19 50, and in the 174th year of the Common-
wealth.

H. Bruce Green, Clerk.

The terms and conditions of the foregoing Correction Deed are hereby accepted this 9 day of June, 1950.

STATE OF ARIZONA

BY Paul Harvey
Governor

WESLEY BOLIN
Wesley Bolin
Secretary of State

I, Wesley Bolin, certify that I am the Secretary of State of the State of Arizona, the body politic named as grantee herein; that Dan E. Garvey, who signed the above acceptance of this Correction Deed on behalf of the grantee, was then, and now is, the duly elected qualified and acting Governor of the said State of Arizona.

Wesley Bolin (SEAL)
Secretary of State



Filed in the Office of the Secretary of the State of Arizona this 9th day of June A. D. 1950 at 11:30 P.M.

Secretary of State
By [Signature]
Assistant Secretary

encl # 3

SCHEDULE "I"

Buildings Conveyed to the State of Arizona
Pursuant to Public Law 829, 80th Congress

193

<u>Bldg. No.</u>		<u>Bldg. No.</u>	
T-1001 to 1017	inclusive	T- 7135 to 7140	inclusive
T-1019 to 1033	"	7143 to 7165	"
T-1040 to 1051	"	7167	"
T-1053 to 1067	"	7168	"
T-1070 to 1099	"	7172	"
T-1102 to 1111	"	7176	"
T-1115	"	8001 to 8009	"
T-1119 to 1141	"	8011	"
T-2002 to 2091	"	8022	"
T-2093 to 2139	"	8165 to 8171	"
T-3001 to 3055	"	8174	"
T-3057 to 3074	"	8175	"
T-3079 to 3146	"	9001	"
T-3152 to 3161	"	9005	"
T-4001 to 4011	"	9101	"
T-4013 to 4024	"	9112	"
T-4026 (SQ Quarters)		9113	"
T-4026 (Officers Quarters) to 4053 incl.		9120	"
T-4056 to 4069 inclusive		9126	"
T-4072		10001	"
T-4074 to 4079 inclusive		10002	"
T-4082	"	10005 and 10006	"
T-4084	"	10008 to 10013	"
T-4086 to 4088	"	10017 to 10020	"
T-4094 to 4102	"	10024	"
T-4105	"	10025	"
T-5001 to 5006	"	10027 and 10028	"
T-5008 to 5010	"	10030 to 10032	"
T-5012 to 5014	"	10035	"
T-5016 to 5026	"	10036	"
T-5028 to 5030	"	10039 to 10050	"
T-5032	"	10054	"
T-5035 to 5037	"	10055	"
T-5039 to 5048	"	10057 to 10074	"
T-5050 to 5061	"	10077 to 10083	"
T-5064 to 5068	"	10085	"
T-5070	"	10086	"
T-5071	"	10089 to 10096	"
T-5075	"	10099	"
T-5110 to 5116	"	10100 to 10136	"
T-5120 to 5122	"	10138 to 10148	"
T-6002 to 6006	"	10153 to 10163	"
T-6008 to 6025	"	10166 to 10175	"
T-6027	"	10178 to 10180	"
T-7001 to 7009	"	10183 to 10188	"
T-7011 to 7015	"	10192	"
T-7020 to 7023	"	10195 to 10197	"
T-7025 to 7033	"	11012	"
T-7035 to 7043	"	11063	"
T-7045	"	11065	"
T-7046	"	11092	"
T-7048	"	11093	"
T-7049	"	11096 to 11103	"
T-7051 to 7061	"	12001 and 1202	"
T-7064 to 7067	"	12012 to 12016	"
T-7070 to 7081	"	12053	"
T-7083 to 7091	"	12065	"
T-7095 to 7113	"	12156	"
T-7118 to 7120	"	12157	"
T-7122 to 7127	"	12246	"
T-7129 to 7132	"	13001 to 13003	"

194

Bldg. No.

T-13006 to 13021 inclusive
 13024 to 13028 "
 13030 to 13041 "
 13043 to 13069 "
 13072 "
 13074 "
 13075 to 13077 "
 13079 to 13081 "
 13084 "
 13086 "
 13087 "
 13092 to 13117 "
 13120 to 13134 "
 13118 "
 14001 "
 14007 to 14009 "
 14012 "
 14013 "
 14029 "
 14030 "
 14039 "
 14041 to 14054 "
 14056 "
 14058 "
 14063 "
 14065 "
 14068 to 14070 "
 14082 "
 15001 "
 15002 "
 16001 to 16012 "
 17002 to 17037 "
 18058 to 18066 "

Buildings "AA" B, C, D, E, F, G, H, I, J

File No. **3344** Draft No. _____

Fee \$ **10.20** R. S. \$ _____ Total \$ _____

Indexed <i>✓</i>	Photostat-Compared	Blotted
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STATE OF ARIZONA } ss.
 County of Cochise }
 I hereby certify that the within instrument was
 filed and recorded at request of
 The State of Arizona
 Capitol Bldg. Phoenix, Arizona.

MAY 4 1951 - 9 00 AM M
 in Docket **54** on Page **126-127**
 Witness my hand and Official Seal the day and
 year aforesaid.

[Signature]
 County Recorder
 Deputy Recorder

