



FILE # 010616041
 OFFICIAL RECORDS
 COCHISE COUNTY
 DATE 06/05/01 HOUR 2

REQUEST OF
 ARIZONA DEPT OF VETERANS'
 CHRISTINE RHODES-RECORDER
 FEE : 10.00 PAGES : 11

When recorded, return to:

HOLD FOR PICK UP
 Wednesday - June 13, 2001

A-3

**QUITCLAIM DEED
 CEMETERY PROJECT
 COCHISE COUNTY, ARIZONA
 FORT HUACHUCA MILITARY RESERVATION
 TRACT 1**

THIS DEED made this 3-d day of May, 2001, by and between the **UNITED STATES OF AMERICA**, ("**Grantor**"), acting by and through the Deputy Assistant Secretary of the Army (I&H), whose address is Washington, D.C., pursuant to a delegation of authority from the Secretary of the Army, under and pursuant to Sec. 2838, Public Law 106-65, October 5, 1999, (113 Stat. 877), as amended, and the **STATE OF ARIZONA**, acting by and through the Director of the Department of Administration, whose address is 1700 W. Washington Street, State Capitol, Executive Tower Room 601, Phoenix, Arizona 85007, pursuant to the authority granted in A.R.S. § 41-791.02, on behalf of the Arizona Department of Veterans' Services, ("**Grantee**");

WITNESSETH THAT:

WHEREAS, the Department of the Army has determined that certain lands are excess to the Fort Huachuca Military Reservation, Arizona and may be made available for veterans' cemetery purposes, and;

WHEREAS, the Arizona Department of Veterans' Services desires to establish a veterans' cemetery in southern Arizona on certain lands to be conveyed by Fort Huachuca, Arizona, and;

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WHEREAS, the State of Arizona, pursuant to House Bill 2555, 44th Legislature, First Regular Session (1999), approved May 3, 1999, and House Bill 2626, 44th Legislature, Second Regular Session (2000), approved April 6, 2000, has authorized the expenditure of start-up funds and additional funds, respectively, for the purpose of administering, operating and maintaining a State-run cemetery for veterans on the identified parcel of land.

NOW, THEREFORE, in consideration of the operation and maintenance of the property for use as a veterans' cemetery, the receipt of all of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE AND FOREVER QUITCLAIM unto the Grantee, its heirs and assigns, all its right, title and interest in and to the following described property situated in Cochise County, State of Arizona:

TRACT 1: That portion of Fort Huachuca Military Reservation Parcel No. 1, according to Book 681, Page 98, records of Cochise County, Bisbee, Arizona, being more particularly described as follows:

BEGINNING at the intersection of the easterly boundary line of said Fort Huachuca Military Reservation Parcel No. 1 and the north line of said Section 10, Township 22 South, Range 20 East, of the Gila and Salt River Meridian;

thence South 21°46'16" East, 509.16 feet along said easterly boundary line of Parcel No. 1, said line also being the easterly Military Reservation boundary;

thence departing said line, South 68°13' 47" West, 2473.70 feet;

thence North 21°46' 13" West, 2289.20 feet;

thence North 68°13' 47" East, 2473.70 feet to said easterly boundary line of Parcel No. 1;

thence South 21°46'13" East, 1780.04 feet along said easterly boundary line to the POINT OF BEGINNING.

Said parcel contains 5,662,794 square feet or 130.00 acres, more or less.

PROVIDED, HOWEVER, said property shall be used for development of a state-run veterans' cemetery in accordance with the terms of the State of Arizona's statutory authority and appropriations for the approved Master Plan for the Southern Arizona Veterans' Cemetery, and for that purpose only.

TO HAVE AND TO HOLD the said premises, unto the Grantee, its heirs and assigns, forever, **SUBJECT TO THE COVENANTS, RESERVATIONS AND CONDITIONS HEREIN SET FORTH.**

RESERVING unto the UNITED STATES OF AMERICA, and its assigns:

All water rights and also a right-of-way thereon for ditches or canals constructed by authority of the United States.

All mineral deposits together with the right to mine and remove the same, under applicable laws and regulations.

A perpetual and assignable easement for military ingress and egress over and across Site Boston Road, that traverses over and across said premises, being 26.00 feet in width lying 13.00 feet on each side of a surveyed line, as described within Exhibit A hereto. The Grantee shall maintain in good order and repair Site Boston Road and shall promptly make any repairs thereto needed to preserve a smooth-surface roadway, at no cost or expense to the Grantor. The Grantor shall in no case be liable for any damages or injuries to said roadway which may be caused by or result from any operation undertaken by the Grantor, and no claim or right to compensation shall accrue from such damages or injuries. The Grantee shall coordinate with the Commander, Fort Huachuca, Arizona, or his designee, any cause that may close Site Boston Road. If deemed necessary, the Grantee shall afford an alternate route to Fort Huachuca lands south of the above-described conveyed lands.

The Grantor reserves the right to temporarily close access to Site Boston Road during any emergency including, but not limited to, mobilization or national emergency and during any exercise of a highly sensitive nature. The Grantee shall hold the Grantor harmless from any and all claims arising from the lack of access to Site Boston Road resulting from such action.

A perpetual and assignable easement to construct, use, and maintain a utility corridor for above ground electric lines and below ground telephone lines and their appurtenances, being 30.00 feet in width, lying 15.00 feet on each side of a surveyed line, as described within Exhibit B hereto. The Grantee shall, at its sole expense, relocate or bury all improvements within said easement. The Grantee shall coordinate the general design of such actions with

the Commander, Fort Huachuca, Arizona, or his designee. At no time shall the services contained within said utility corridor/easement be disconnected without the approval of the Commander, Fort Huachuca, Arizona, or his designee. Any discontinuance of power or telephone service that is attributable to the actions of the Grantee shall be immediately repaired at no cost or expense to the Grantor.

COVENANTS, CONDITIONS AND RESTRICTIONS:

Within ninety (90) days of delivery of this deed, the Grantee shall have constructed to Government specifications a five-strand wire fence along the north, west, and south boundaries of said premises (approximately 6,864 linear feet) together with gates at the north and south boundaries of said premises that intersect with Site Boston Road. Appropriate signage shall be erected by the Grantee at the gate locations advising the users of Site Boston Road of cemetery activities. The construction and maintenance, in good repair and order, of said fence, gates and signs will be at no cost or expense to the Grantor. The Grantor reserves the right to post warning signs on fences and gates constructed by the Grantee on the premises.

In the event the Grantee, its employees or invitees, should discover any military explosive ordnance on the premises, they shall not attempt to remove or destroy same, but shall immediately notify a cemetery management official or the City of Sierra Vista Police Department, and the Directorate of Public Safety at Fort Huachuca, Arizona. A qualified ordnance explosives professional designated by the Grantor shall, whenever explosive ordnance is discovered, properly dispose of all such explosive ordnance at no expense to the Grantee.

The Grantee shall not remove or disturb or cause, or permit to be removed or disturbed, any historical, archeological or other cultural artifacts, relics, vestiges, remains or objects of antiquity, military character, or unknown origin. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Los Angeles District, and the site and material shall be protected by the Grantee from further disturbance until a professional examination can be made or until clearance to proceed is authorized by the District Engineer.

In accordance with the State Historic Preservation Act, A.R.S. §§ 41-861 through 864, the Grantee shall be responsible for consulting with the State Historic Preservation Officer, and with Native Americans, if any buried archaeological remains are discovered during the construction, operation, maintenance or administration of the premises.

The Grantee shall ensure compliance with all site specific Mitigative Actions set forth within Section 5.0 of the Environmental Assessment for the Arizona State Veterans' Cemetery, Cochise County, WT Job No. 2989JV111 prepared by

Western Technologies, 3737 East Broadway Rd., Phoenix, Arizona, 85040-2966 for the Arizona Department of Veterans' Services.

The Grantee shall minimize potential impacts to Palmer's agave on the premises by either not disturbing the surrounding area or by transplanting individual plants.

The Grantee shall enter into a current Water Mitigation Agreement with the City of Sierra Vista with applicable terms and conditions substantially similar to those contained in the Water Mitigation Agreement agreed to between the parties on the 30th day of June, 2000.

The Grantee shall ensure compliance with Uniform Building Code Standards as they apply to floodplain management constraints. The property lies within a 100-year frequency flood area for which the Grantee shall design site drainage and grading with shallow swales, berms and depressions to further reduce run-off.

SUBJECT TO, but not limited to the following easements:

The Grantee shall acknowledge and adhere to the conditions of pre-existing interests, including easements for public roads and highways, rights-of-way, drainage ditches, laterals and pipelines or other interests, including:

Right-of-way easement DACA09-2-74-618, dated January 28, 1974, granted to the Sulfur Springs Valley Electric Cooperative, Inc., pursuant to 66 Stat. 95; 43 U.S.C. 961, for a 69 kV transmission line and appurtenances thereto, as described therein.

Right-of-way easement DACA09-2-86-301, dated October 4, 1985, as amended, granted to the City of Sierra Vista, Arizona, pursuant to Title 10 U.S.C., Sec. 2668, for a road or street, as described therein.

Right-of-way easement DACA09-2-86-302, dated October 4, 1985, as amended, granted to the City of Sierra Vista, Arizona pursuant to Title 10 U.S.C., Sec. 2668, for drainage facilities (Busby and Woodcutters Basins) and appurtenances thereto, as described therein.

AND FURTHER SUBJECT TO the following additional restrictions, covenants, conditions, and reservations:

CERCLA Covenant and Access Clause: Pursuant to Sections 120 (h)(4)

of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified, in the Finding of Suitability to Transfer (FOST), a copy of which has been provided to the Grantee, the Parcel as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of.

(1) The Grantor covenants and warrants to the Grantee and its successors in interest that in the event that any response action or corrective action is found to be necessary after the date of this conveyance directly attributable to Army activities and as a result of hazardous substances or petroleum products contamination existing on the Parcel prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

(2) This covenant shall not apply in any case in which a person or entity to whom all or a portion of the Parcel is transferred is a potentially responsible party with respect to the Parcel.

(3) The Grantor hereby reserves an access easement to the Parcel in any case in which a response action or corrective action is found to be necessary after the date of this conveyance at such Parcel, or in any case such access is necessary to carry out a response action or corrective action on adjoining property. In exercising this easement, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, reasonable prior notice. Grantee agrees that, notwithstanding any other provisions of the Deed, the Grantor assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the Parcel interfere with the use of the Parcel. The Grantee shall not through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor under this paragraph. The Grantee, the then record owner, and any other person, shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

Non-Discrimination. With respect to activities related to the property, the Grantee hereby agrees that it will comply with the requirements of Title VI of the Civil Rights Act of 1964 (Public Law No. 88-352) and all requirements imposed by or pursuant to the regulations issued pursuant to the Act and now in effect, to the end that, in accordance with said Act and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation

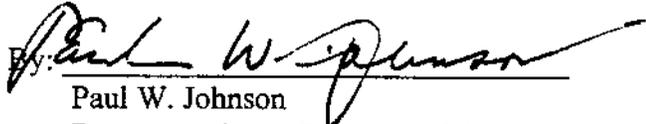
in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to the property of the Grantee, its successors or assigns.

Anti-Deficiency Act. The Grantor's obligation to pay or reimburse any money under this deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this deed shall be interpreted to require obligations or payment by the Grantor in violation of the Anti-Deficiency Act.

Restricted Use and Enforcement. The Grantee covenants for itself, its successors, and assigns that it shall use the conveyed property for the purpose of a state-run veterans' cemetery, and for that purpose only. This restriction shall run with the land. The Grantor shall have the right to enforce the restriction on the use of the property conveyed by appropriate legal proceeding and to obtain injunctive and other equitable relief against any violation of the restriction in addition to any rights and remedies available under the laws of the United States or the State of Arizona.

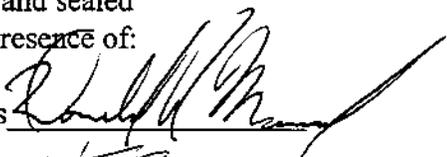
IN WITNESS WHEREOF, the Grantor has caused this QUITCLAIM DEED to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 3rd day of May, 2001.

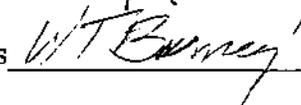
UNITED STATES OF AMERICA


Paul W. Johnson

Deputy Assistant Secretary of the Army (I&H)

Signed and sealed
in the presence of:

Witness 

Witness 

ACKNOWLEDGEMENT:

COMMONWEALTH OF VIRGINIA)

) : ss.

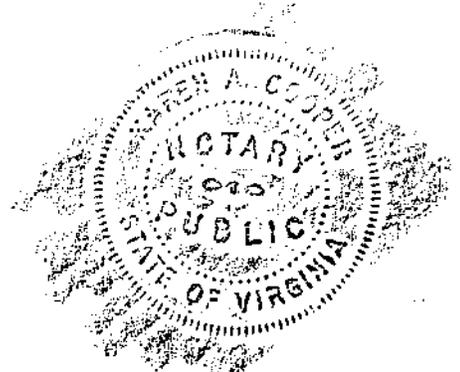
COUNTY OF ARLINGTON)

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I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H) whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 3rd day of May, 2001 and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yaren A. Cooper (SEAL)
Notary Public

My Commission Expires: 30 November 2002



IN WITNESS WHEREOF, the Grantee has caused this QUITCLAIM DEED to be accepted in its name by the Director, Department of Administration, State of Arizona, the Seal of the STATE OF ARIZONA to be hereunto affixed this 23 day of April, 2001.

By: J. Elliott Hibbs
J. Elliott Hibbs
Director, Department of Administration,
State of Arizona, on behalf of the State of
Arizona Department of Veterans' Services

Signed and sealed
in the presence of:

Witness [Signature]
Witness [Signature]

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ACKNOWLEDGEMENT:

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I, the undersigned, a Notary Public in and for the State of Arizona, County of Maricopa, do hereby certify that on this day personally appeared before me in the State of Arizona, County of Maricopa, J. Elliott Hibbs, Director, Arizona Department of Administration, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 23 day of April, 2001 and acknowledged the same for and on behalf of the STATE OF ARIZONA.

Deborah L. Dominguez

(SEAL)

Notary Public

My Commission Expires: April 30, 2003

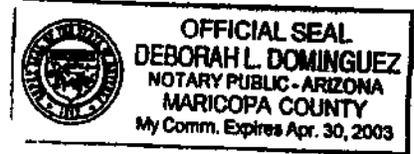


EXHIBIT A

An easement for military ingress and egress purposes across the aforesaid Tract 1 of the Fort Huachuca Military Reservation, being 26.00 feet in width, lying 13.00 feet on each side of the following described line:

Commencing at the intersection of the easterly boundary line of the aforesaid described parcel and said north line of Section 10, T. 22 S., R. 20 E., G&SRM;
thence South 21°46' 16" East, 509.16 feet along said easterly boundary line;
thence departing said line, South 68°13' 47" West, 134.23 feet along the southerly line of said parcel described above to the point of beginning of this line description;
thence North 26° 57' 15" West, 285.88 feet;
thence North 25°11' 15" West, 256.42 feet
thence along a curve to the right having a radius of 749.00 feet, a distance of 180.92 feet;
thence North 11°20' 51" West, 120.33 feet;
thence along a curve to the left having a radius of 766.00 feet, a distance of 139.07 feet;
thence North 21°44' 59" West, 1311.73 feet to the northerly line of the aforesaid parcel and the terminus of this line description, the side lines of said easement to be shortened or lengthened to also terminate at the southerly and northerly lines of said parcel.

Said easement contains 59,653 square feet or 1.3695 acres, more or less.

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EXHIBIT B

An easement for electric and telephone lines and their appurtenances, for military purposes, across the aforesaid Tract 1 of the Fort Huachuca Military Reservation, being 30.00 feet in width, lying 15.00 feet on each side of the following described line:

Commencing at the intersection of the easterly boundary line of the aforesaid parcel and said north line of Section 10, T. 22 S., R. 20 E., G&SRM;

thence South $21^{\circ}46'16''$ East, 509.16 feet along said easterly boundary line;

thence departing said line, South $68^{\circ}13'47''$ West, 1828.35 feet along the southerly line of the aforesaid parcel to the point of beginning of this line description;

thence North $28^{\circ}07'16''$ West, 2303.34 feet to the northerly line of the aforesaid described parcel and the terminus of this line description, the side lines of said easement to be lengthened or shortened to also terminate at the southerly and northerly lines of said parcel.

Said easement contains 69,100 square feet or 1.5863 acres, more or less.

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JANE DEE HULL
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF VETERANS' SERVICES
OFFICE OF THE DIRECTOR

PATRICK F. CHORPENNING
DIRECTOR

3225 NORTH CENTRAL AVENUE, SUITE 910
PHOENIX, ARIZONA 85012-2410
(602) 255-3373 FAX (602) 255-1038

June 21, 2001

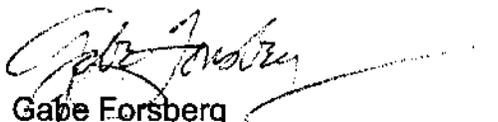
U.S. Army Garrison
ATZS – ISE Attention: Mike Shaughnessey
Ft. Huachuca, AZ 85613-6000

Dear Mr. Shaughnessey,

It is with great pleasure that I submit a copy of the recorded deed for approximately 130 acres of land acquired from the Department of Defense. A copy of that deed is enclosed and the original will remain on file in this office.

I may be reached at (602) 255-3373 with any questions or concerns. On behalf of veterans in southern Arizona, thank you for all your support during this land transfer process.

Sincerely,


Gabe Forsberg
Strategic Planner/Special Projects

USFH00004457

SITE PLAN

MOUNTAIN VIEW
GOLF COURSE

GARDEN CANYON
MOBILE HOME
COMMUNITY

BUSBY
BASIN

SIERRA
CARAMICHAEL
APARTMENTS

FORT HUACHUCA

BOSTON ROAD

BUFFALO SOLDIER TRAIL

UNDEVELOPED
LAND

PROPOSED
VETERANS
CEMETERY

GOLFLINKS DR
VILLA VISTA
WATER COMPANY

GARDEN
PLAZA
BUSINESS
COMPLEX

FORT
HUACHUCA

WOOD
CUTTER
BASIN

FORT HUACHUCA

SOUTH RANGE -
FORT HUACHUCA

LEGEND

- - - OVERHEAD POWER LINES
- . . - BARB-WIRE FENCE
- UNPAVED-HISTORICAL ROAD
- ==== PAVED ROAD
- ||| MOBILE HOME
- SINGLE/MULTI FAMILY RESIDENCES

FOR REFERENCE ONLY, NOT TO SCALE



PROPOSED VETERANS CEMETERY	
FORT HUACHUCA, SIERRA VISTA, AZ	
WESTERN TECHNOLOGIES INC.	
Job No. 2989JV1111	PLATE: 1



USFH00004458