

RESOLUTION NUMBER 2018-03

A RESOLUTION OF THE TOWN OF TUSAYAN PROVIDING "PASS THROUGH" SUPPORT FOR THE TUSAYAN FIRE DISTRICT FOR PROPOSITION 202 GRANT FUNDING

Whereas, the Proposition 202 Indian Gaming Grant Funds are made available for purchase of emergency and trauma equipment for qualifying entities; and,

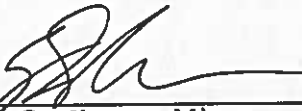
Whereas, the Tusayan Fire District has a need for an Automated Remote Nozzle System to safely provide services during hazardous materials and wildfire events; and,

Whereas, the Tusayan Fire District is applying for funding from the Ak-chin Indian Community for Proposition 202 grant funding for purchase of the necessary equipment;

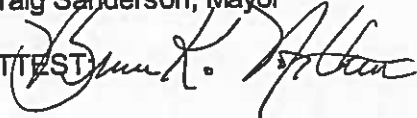
Whereas, the Tusayan Fire District is a nonqualifying entity as defined in Proposition 202, but the Town of Tusayan is a qualifying entity; and,

Whereas, the Town of Tusayan desires to assist the Tusayan Fire District in the procurement of this necessary equipment for the benefit of the Town; Therefore, be it resolved that the Town of Tusayan, being a qualifying entity, act as a "Pass Through" agency for the Tusayan Fire District by accepting any dispersed funds intended for the Tusayan Fire District from the Ak-Chin Indian Reservation grant and in turn dispersing the same amount of funds to the Tusayan Fire District and in accordance with the terms and conditions of said grant.

PASSED AND ADOPTED BY the Town Council of the Town of Tusayan, this 27th day of June 2018.



Craig Sanderson, Mayor

ATTEST: 

Bruce K. Northern, Town Clerk

APPROVED AS TO FORM:



Bill Sims, Town Attorney

RESOLUTION NO. 2018- 01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF TUSAYAN, ARIZONA, APPROVING TECHNICAL BOUNDARY ADJUSTMENTS TO THE TUSAYAN FIRE DISTRICT TO INCLUDE ALL PARTS OF CERTAIN PROPERTIES WITHIN TOWN BOUNDARIES, AT THE REQUEST OF THE ARIZONA DEPARTMENT OF TRANSPORTATION (AERONAUTICAL DIVISION) AND GRAND CANYON UNIFIED SCHOOL DISTRICT #4

WHEREAS, upon the creation of the Tusayan Fire District (“TFD”), it was intended that the Grand Canyon National Park Airport, also known as Coconino County Assessor Parcel No. 502-16-001, owned by the Arizona Department of Transportation (Aeronautical Division) (“ADOT”), and that certain parcel known as Coconino County Assessor Parcel No. 502-17-027, owned by Grand Canyon Unified School District #4 (“GCUSD”), were to be included within its original boundaries; and

WHEREAS, it has since come to light that certain portions of those properties described above were inadvertently excluded from the legal description of TFD’s original boundaries during the process of TFD’s organization; and

WHEREAS, this inadvertent exclusion has resulted in some parts of these properties being within the jurisdictional boundaries of TFD and some parts of those same properties being outside of the TFD’s boundaries; and

WHEREAS, the Coconino County Assessor’s office does not permit any single and undivided parcel of land to be split within and without the jurisdiction of a fire district, and has required that these properties be either entirely included, or entirely excluded from TFD’s boundaries; and

WHEREAS, TFD proposes to correct the inadvertent exclusion of portions of these properties by specifically annexing the entire area of these properties into TFD; and

WHEREAS, Arizona Revised Statutes § 48-262(I) provides that this annexation may be accomplished at the written request of ADOT and GCUSD; and

WHEREAS, ADOT has submitted a written request to TFD to accomplish annexation into TFD of the entire area of the Grand Canyon National Park Airport, Coconino Assessor Parcel Number 502-16-011, which is more particularly identified in the legal description attached hereto as “**Exhibit A**”; and

WHEREAS, GCUSD has submitted a written request to TFD to accomplish annexation into TFD of the entire area of Coconino Assessor Parcel Number 502-17-027, which is more particularly identified in the legal description attached hereto as “**Exhibit B**”; and

WHEREAS, Arizona Revised Statutes § 48-262(I) additionally requires that where property that is proposed to be annexed into a fire district is also located within the jurisdictional boundaries of an incorporated city or town, such incorporated city or town must also approve the annexation; and

WHEREAS, the Grand Canyon National Park Airport and GCUSD’s Coconino Assessor Parcel Number 502-17-027 are entirely situated within the jurisdictional boundaries of the Town of Tusayan; and

WHEREAS, the annexations proposed by TFD for the Town's consideration and approval, as described herein, are merely technical adjustments to correct an inadvertent omission, and to comply with requirements of the Coconino County Assessor's office;

RESOLUTION

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND TOWN COUNCIL OF THE TOWN OF TUSAYAN HEREBY APPROVES OF THE ANNEXATION INTO, AND INCLUSION WITHIN, THE TUSAYAN FIRE DISTRICT OF THE ENTIRE AREA OF THE FOLLOWING PROPERTIES:

- (1) THE GRAND CANYON NATIONAL PARK AIRPORT, COCONINO ASSESSOR PARCEL NUMBER 502-16-011, WHICH IS MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

AND

- (2) COCONINO ASSESSOR PARCEL NUMBER 502-17-027, WHICH IS MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT B,"

WHICH ANNEXATIONS ARE BEING UNDERTAKEN AT THE REQUEST OF THE ABOVE-NOTED LANDOWNERS.

IT IS FURTHER RESOLVED APPROVING OF THE AMENDMENT AND ADJUSTMENT OF THE TUSAYAN FIRE DISTRICT'S BOUNDARIES TO INCLUDE ALL PORTIONS OF THESE SAID PROPERTIES.

PASSED AND ADOPTED by the Mayor and the Town Council of the Town of Tusayan, Arizona this 11th day of April, 2018.



Craig Sanderson, Mayor

ATTEST:



Town Manager

APPROVED AS TO FORM:



Town Attorney

EXHIBIT

A



Box 3625
Grand Canyon, AZ 86023
928-638-3473 – Phone
928-638-2897 – Fax

Tusayan Fire Department

PROPERTY INCLUSION / DISTRICT BOUNDARY CHANGE REQUEST FORM

Arizona Revised Statute § 48-262(I) states, any property owner whose land is within a county that contains a fire district and whose land is adjacent to the boundaries of the fire district may request in writing that the governing body of the fire district amend the district boundaries to include the property owner's land. If the governing body determines that the inclusion of the property will benefit the district and the property owner, the boundary change may be made by order of the governing body and is final on the recording of the governing body's order that includes a legal description of the property that is added to the district.

Request Date: 2/27/2018

Please be advised that I, Sonya Herrera, ADOT ASD Director, hereby
Print Property Owner's Name
request that the Tusayan Fire District (also known as the Tusayan Fire Department), amend its boundaries to include the following property:

Property Address / Location: Grand Canyon National Park Airport

Assessor Parcel Number: 502-16-011

Legal Description: As described in the attached "Exhibit A"

I understand that upon receipt of my request, this item will be placed on the Tusayan Fire District Board of Director's Agenda for discussion and determination as to whether the inclusion of my property will benefit both me and the District. If affirmed, the Board will order the change. Upon recording of the order, the boundary change will be made final.

Sonya E. Herrera
Property Owner's Signature

My contact information is as follows:

206 S. 17th Ave., MD 178
Mailing Address

Phoenix, Arizona, 85007
City, State, Zip Code

602.571.1007
Contact Number (Phone, Cell)

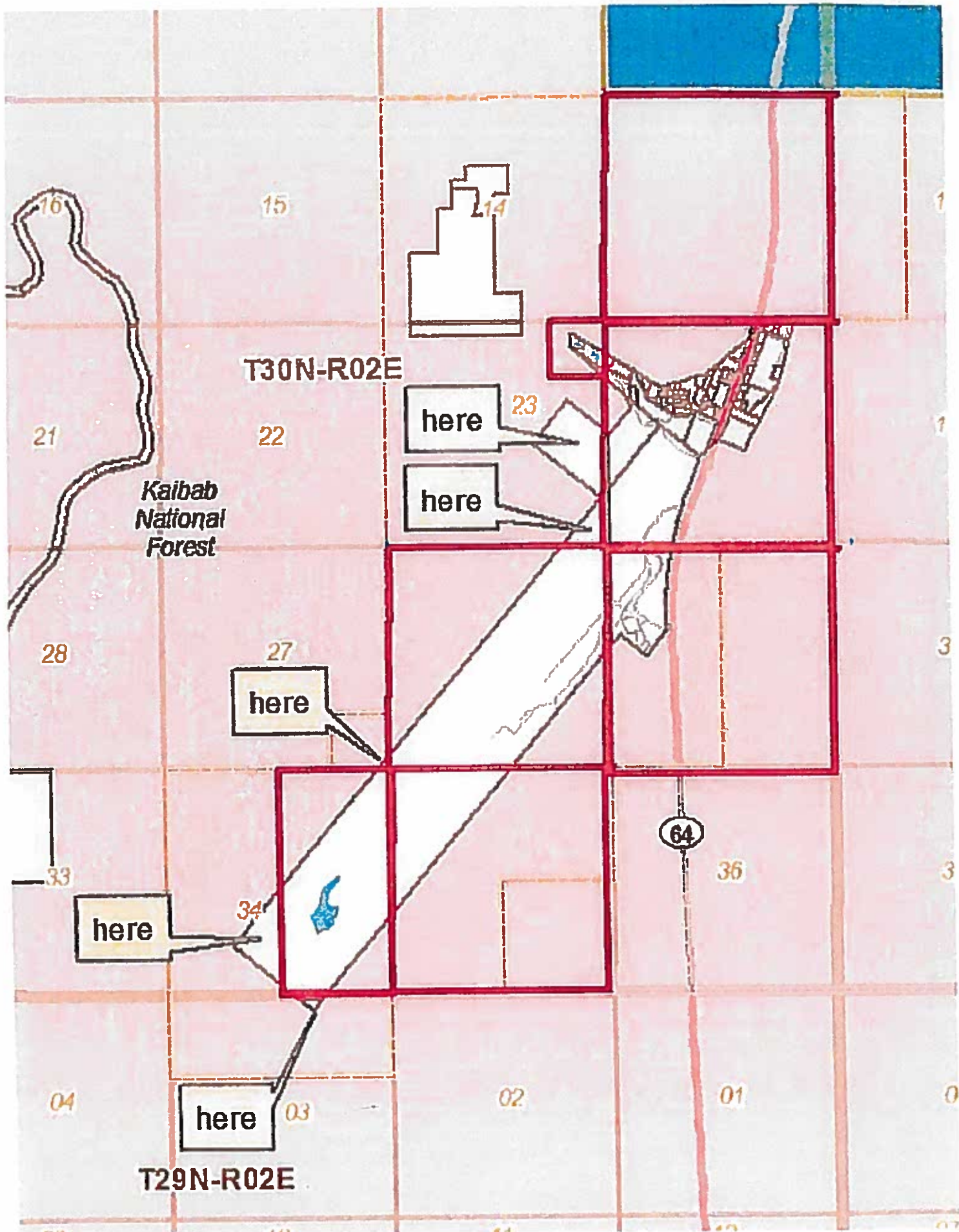


EXHIBIT "A"
GRAND CANYON AIRPORT
LEGAL DESCRIPTION

PARCEL NO. 1:

That certain tract of land situated within Sections 23, 24, 25, 26, 27, 34 and 35, Township 30 North, Range 2 East, and Section 3, Township 29 North, Range 2 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a point being the most Northerly corner of the herein described tract of land, from whence a recovered rock Section Corner common to Sections 13, 14, 23, and 24, Township 30 North, Range 2 East, Gila and Salt River Base and Meridian, bears a computed bearing of North 27°17'56" West, a computed distance of 2745.27 feet;

Thence South 40°40'07" West, a distance of 15,993.57 feet to a point, said point being the Southwest corner of the herein described tract of land;

Thence South 49°19'53" East, a distance of 2400.00 feet to a point, said point being the Southeast corner of the herein described tract of land;

Thence North 40°40'07" East, a distance of 11,515.33 feet to a point;

Thence South 49°19'53" East, a distance of 787.52 feet to a point;

Thence North 40°40'07" East, a distance of 800.00 feet to a point;

Thence North 87°44'42" East, a distance of 100.00 feet, said point being also the point of tangency of the West right of way line of State Highway 64, said point being 100.00 feet opposite center line station 404 + 17.51 of said State Highway 64;

Thence along the arc of a curve to the right, which radius is 7601.01 feet, a distance of 100.00 feet along the west right of way line of said State Highway 64, the chord of said curve bearing North 01°52'41" West, a distance of 100.00 feet to a point;

Thence South 88°29'56" West, a distance of 100.00 feet to a point;

EXHIBIT "A"

2 of 3

Thence along the arc of a curve to the right, which radius is 7701.01 feet, a distance of 3061.29 feet to a point, said point being 200.00 feet opposite center line station 373 + 37.00 of State Highway 84, the chord of said curve bearing North 09°53'13" East, a distance of 3041.17 feet to a point;

Thence North 21°16'30" East, a distance of 1060.58 feet to a point which bears South 47°02' West, a distance of 1857.24 feet along the boundary of a tract of land designated as H.E.S. 401, to a point, said point being a field recovered rock engraved "H.E.S. 401" and more commonly referred to as "H.E.S. No. 7";

Thence North 49°47' West, a distance of 1210.47 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, all minerals, including oil, gas and coal, in the lands together with rights thereof, reserved to the United States of America in Deed to the State of Arizona recorded May 12, 1967, in Docket 277, page 585.

continued

EXHIBIT "A"
3 of 3

PARCEL NO. 2:

A parcel of land known as EASTERN STAR MILLSITE CLAIM, Lot No. 1210B, in Township 30 North, Range 2 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, and more particularly described as follows:

BEGINNING at the Southwesterly corner of Grand Canyon Airport; thence North $68^{\circ}43'12''$ East 1623.90 feet to the TRUE POINT OF BEGINNING at Corner No. 1 of said Lot No. 1210B; thence North $68^{\circ}18'30''$ East (North $67^{\circ}42'$ East recorded) a distance of 660.00 feet to Corner No. 2; thence South $21^{\circ}41'30''$ East 328.87 feet (South $22^{\circ}18'$ East 330.00 feet recorded) to Corner No. 3; thence South $68^{\circ}18'30''$ West (South $67^{\circ}42'$ West recorded) a distance of 660.00 feet to Corner No. 4; thence North $21^{\circ}41'30''$ West 328.87 feet (North $22^{\circ}18'$ West 330.00 feet recorded) to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM any water rights held by Gregg Gibbons, doing business as Ten-X Ranch.

EXHIBIT

B



Box 3625
Grand Canyon, AZ 86023
928-638-3473 - Phone
928-638-2897 - Fax

Tusayan Fire Department

PROPERTY INCLUSION / DISTRICT BOUNDARY CHANGE REQUEST FORM

Arizona Revised Statute § 48-262(I) states, any property owner whose land is within a county that contains a fire district and whose land is adjacent to the boundaries of the fire district may request in writing that the governing body of the fire district amend the district boundaries to include the property owner's land. If the governing body determines that the inclusion of the property will benefit the district and the property owner, the boundary change may be made by order of the governing body and is final on the recording of the governing body's order that includes a legal description of the property that is added to the district.

Request Date: _____

Please be advised that I, Grand Canyon Unified School District, hereby
Print Property Owner's Name
request that the Tusayan Fire District (also known as the Tusayan Fire Department), amend its boundaries to include the following property:

Property Address / Location: 330 Long Jim Loop, Tusayan, Arizona

Assessor Parcel Number: 502-17-027

Legal Description: Tract 39 within Sections 23 and 24 of Township 30

North, Range 2 East, of the Gila and Salt River Meridian, Arizona, as more

particularly described in the attached Quit Claim Deed ("Exhibit A")

I understand that upon receipt of my request, this item will be placed on the Tusayan Fire District Board of Director's Agenda for discussion and determination as to whether the inclusion of my property will benefit both me and the District. If affirmed, the Board will order the change. Upon recording of the order, the boundary change will be made final.

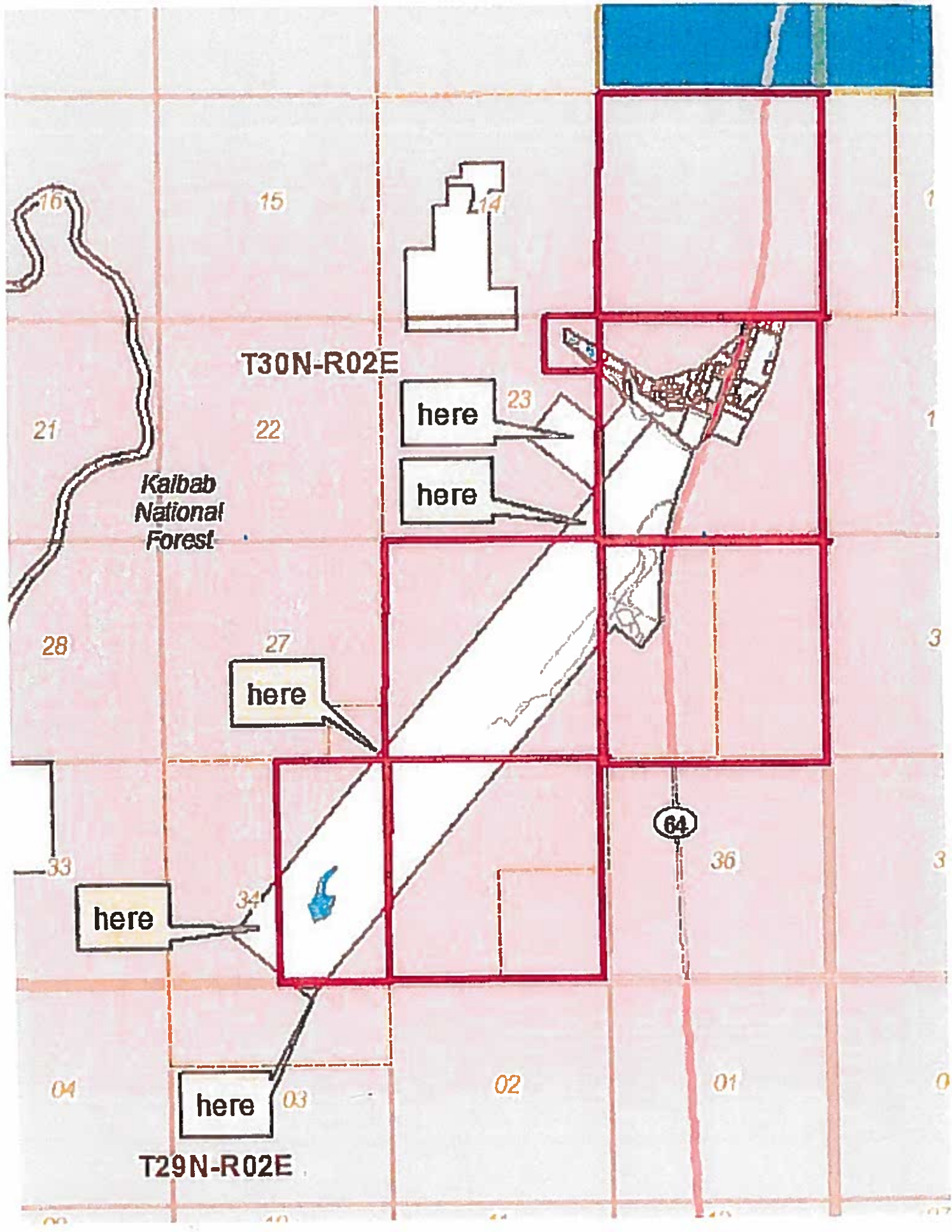
[Handwritten Signature]
Property Owner's Signature

GLUSD BOARD PRESIDENT
My contact information is as follows:

PO Box 519
Mailing Address

Grand Canyon, AZ 86023
City, State, Zip Code

928.638.2461
Contact Number (Phone, Cell)



RECORDING REQUESTED BY:
United States of America, Forest Service.

AND WHEN RECORDED MAIL TO:
Sheila Breen, J.D.
Superintendent
Grand Canyon Unified School District #4
P.O. Box 519
Grand Canyon, AZ 86023

CAPTION HEADING: QUITCLAIM DEED

This document is being re-recorded solely for the purpose of correcting a typographical error found on page 1 of Quitclaim Deed previously recorded April 10, 2008, as Instrument No. 3482502. The Range identifier in the legal description is corrected to read Range 2 E.

WHEN RECORDED MAIL TO:

(Kaibab NF)

Sheila Breen, J.D.
Superintendent
Grand Canyon Unified School District #4
1 Boulder Street
Grand Canyon, AZ 86023

Exempt from Affidavit of Property Value Pursuant to ARS 11-1134(A)(3).

QUITCLAIM DEED

THIS DEED, made this 8th day of April, 2008, between the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, 333 Broadway SE, Albuquerque, New Mexico 87102, hereinafter called Grantor, and GRAND CANYON UNIFIED SCHOOL DISTRICT #4, 1 Boulder Street, Grand Canyon, Arizona, 86023, County of Coconino, State of Arizona, hereinafter called Grantee.

WITNESSETH: The Grantee has applied for conveyance of National Forest System lands under the Education Land Grant Act of 2000, approved on December 28, 2000, (P.L. 106-577, 114 Stat. 3068, 16 U.S.C. 479a), the provisions of which have been met.

NOW THEREFORE, the Grantor, for and in consideration of the sum of Seven Hundred Ninety Nine Dollars and 30/100 (\$799.30), the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee all its right, title, interest, and claim in and to the following described land, situated in the County of Coconino, State of Arizona:

GILA AND SALT RIVER MERIDIAN
T. 30 N., R. 3 E.
secs. 23 and 24--Tract 39.

(Containing 79.93 record acres, more or less, according to the United States Department of the Interior Bureau of Land Management plat approved April 6, 2006, and officially filed April 14, 2006, attached hereto and made a part hereof.)

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. All mineral and water rights in the land above described pursuant to the Education Land Grant Act, Sec. 202(c).
2. An exclusive easement, acting through the Forest Service, Department of Agriculture and its permittees, contractors and assigns, for existing roads, including all timber thereon, in the land above described, as depicted on Exhibit A, attached hereto.

Approved as to description, consideration
and the condition of conveyance.

Deborah Salano

The said easement hereby excepted and reserved is for the reconstruction, maintenance, and full, free, and quiet use and enjoyment of the existing roads as they are presently located and in place over and across the above-described premises and are shown approximately on Exhibit A, attached hereto and made a part hereof, and Forest Road 605C is depicted as Easement A on Easement Survey prepared by Shepard-Wesnitzer, Inc., and recorded March 9, 2000 in Record of Survey Book 16, Pages 35 and 35A, records of Coconino County, Arizona.

The width of said easement shall be 66 feet, 33 feet on each side of the centerline for the existing unpaved roads crossing Tract 39; and 80 feet wide, 40 feet each side of centerline for Forest Road 605C as depicted as Easement A on Easement Survey prepared by Shepard-Wesnitzer, Inc., and recorded March 9, 2000 in Record of Survey Book 16, Pages 35 and 35A, records of Coconino County, Arizona, or more if necessary to accommodate cuts and fills. The boundary lines of said easement shall be prolonged or shortened to begin and end on, and conform to, the Grantee's property line.

The United States excepts and reserves unto itself, its successors and assigns all timber on said easement. The United States further excepts and reserves the right to harvest future forest crops on said easement to maintain easement safety standards.

The Grantee has the right to cross and re-cross the easement at any point and for any purpose in such manner as will not materially interfere with the United States' use of the road.

The Grantee, has the right to use the existing road for all proper and lawful purposes to serve the Grantee's property subject to compliance with the rules and regulations of the Secretary of Agriculture (36 CFR 212.5-212.10) as the same may be amended.

If the Grantee, subsequently grants the United States of America and its assigns a satisfactory easement with acceptable title thereto for a new location of said easement for the roads or a portion thereof and the Grantee, at their expense, relocates thereon the road to standards equal to or better than the existing road or segment of road and in a manner satisfactory to the Forest Supervisor of the Kaibab National Forest, then the easement for the road or segment of road presently herein excepted and reserved shall cease and terminate. In the event the easement or a portion thereof shall cease and terminate as hereinabove provided, the United States of America shall furnish the Grantee with such evidence of termination as is in accordance with existing law and regulation.

PROVIDED, that if the Regional Forester determines that the said easement, or any segment thereof, is no longer needed, for the purposes excepted and reserved, the easement shall terminate upon execution and delivery of a statement in recordable form furnished by the Regional Forester to the Grantee.

The foregoing reservation is in accordance with the provisions of the Act of February 28, 1925 (43 U.S.C. 486).

SUBJECT TO:

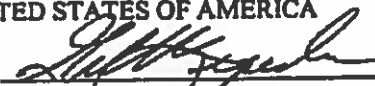
1. A private road easement [Forest Road 605C] and rights incident thereto, the easement being 80 feet wide, 40 feet each side of centerline, for Easement "A" as shown on the Easement Survey prepared by Shephard-Wesnitzer, Inc. and recorded in Record of Survey Book 16, Pages 35 and 35A, records of Coconino County, Arizona, over and across a portion of section 24, T. 30 N., R. 2 E., outstanding to the South Grand Canyon Sanitary District of Tusayan, Arizona, as set forth in that certain Private Road Easement dated February 17, 2000, recorded March 9, 2000, Coconino County, Instrument 3042100.
2. A Hazardous Substance Notification attached hereto.
3. The following Reversionary Clause in the land pursuant to the Education Land Grant Act, Sec. 202(e):

In the event the Grantee attempts to transfer title to, or control over the land to another entity, or if the lands are devoted to a use other than the use for which the lands were conveyed, title to the lands shall revert to the United States.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in 7 CFR 2.

UNITED STATES OF AMERICA

BY:


 GILBERT ZEPEDA
 Deputy Regional Forester
 Southwestern Region
 United States Department of Agriculture

ACKNOWLEDGEMENT

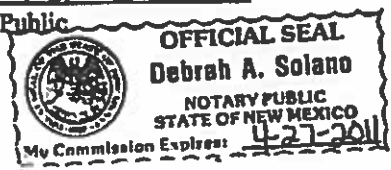
STATE OF NEW MEXICO)
) ss.
 COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 8th day of April 2008, by Gilbert Zepeda, known to me to be the Deputy Regional Forester, Southwestern Region, Forest Service, United States Department of Agriculture, who being by me duly sworn, stated that he signed said instrument on behalf of the United States of America under authority duly given and he executed same as the free act and deed of the United States of America for the consideration and purposes therein contained.

Given under my hand and seal on this 8th day of April, 2008.

Debrah A. Solano
Notary Public

My Commission expires: 4-27-2011



TOWNSHIP 30 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER MERIDIAN, ARIZONA

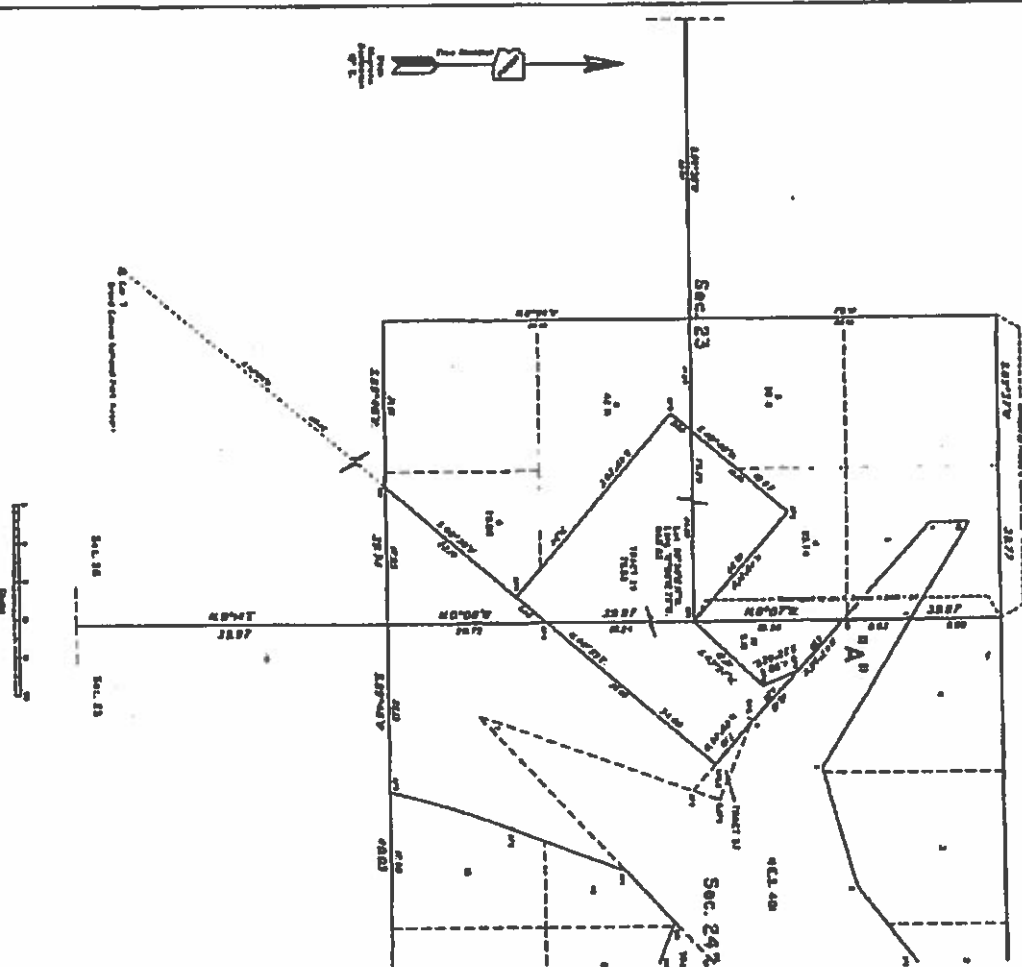
SURVEY OF TRACT 39 IN SECTIONS 23 AND 24

Field Notes by Fred J. ...

Officially Filed
DATE, APRIL, 1906.

ORIGINAL

1247-C



The history of survey is contained in the field notes.

This plat represents the original survey of a portion of the uncollected lands, a portion of the original survey being the 400 and a portion of the 275, situated in Tract 39 in the original section containing a portion of the original survey of section 23, survey of 1901 and a subsequent survey to section 23, Township 30 North, Range 2 East, Salt River Meridian, Arizona.

Original 39, uncollected survey, the settings and notes are shown on the plat complete from 1901, and increased to 1906.

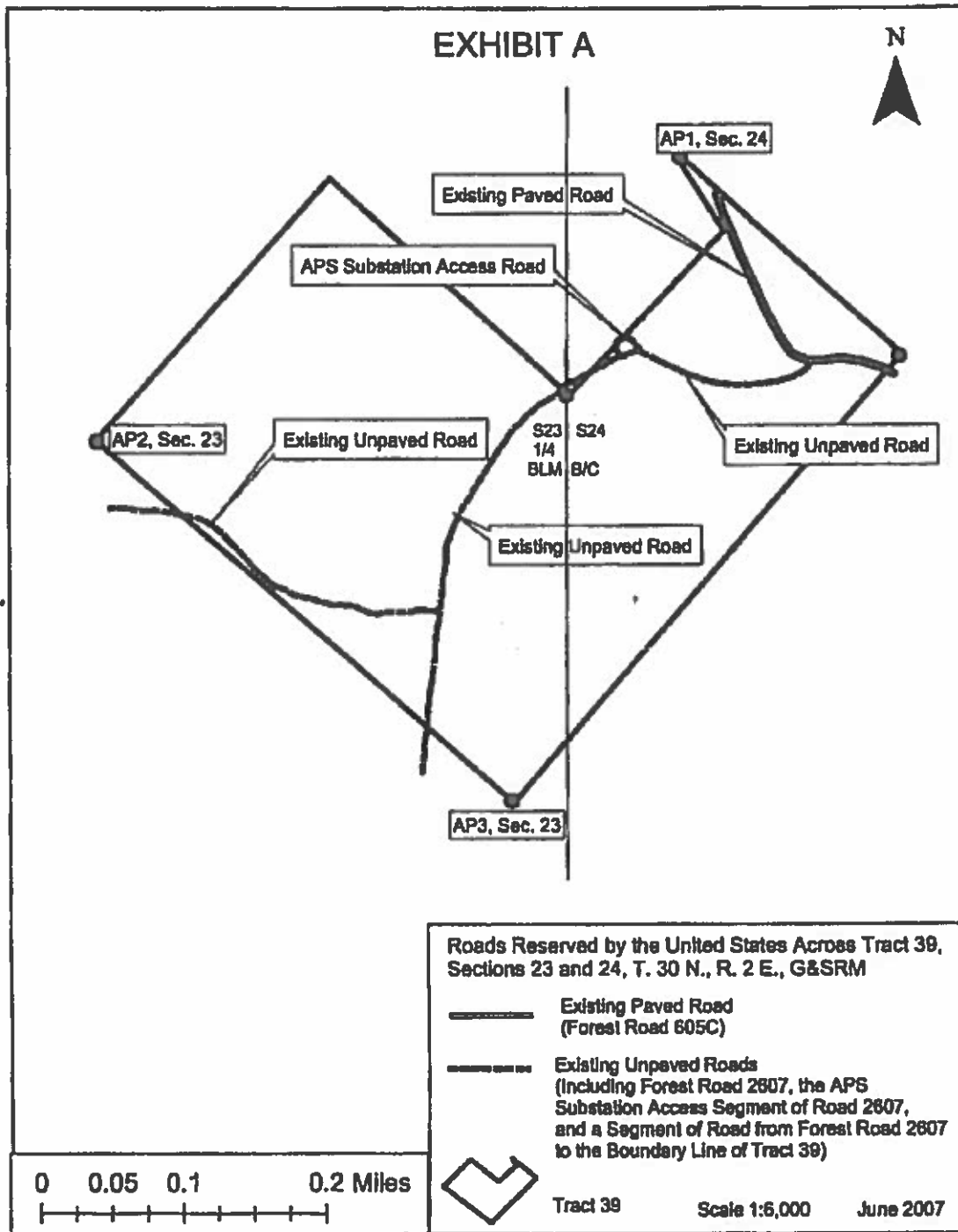
This survey was conducted by Gabriel A. ... under the supervision of ... and ... in the month of April, 1906, and was ... and ... in the month of April, 1906, for the Salt River Meridian.

DETAIL 'A'

For the Director

Stephen K. Hornum
Chief Executive Surveyor of Arizona

Arizona, Arizona April 9, 1906
This plat is being returned to the general land office of the Surveyor General of Arizona for the purpose of being recorded in the records of the Survey and the registration of the Survey, is being returned.



NOTICES AND COVENANTS

HAZARDOUS SUBSTANCE NOTIFICATION

(A) Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that an undetermined amount of hazardous materials, including pesticides and strychnine were stored on the property in and around 1992. All hazardous materials were removed prior to conveyance of the property. In 2005, it was discovered that the powder house building was constructed using creosote-treated wood. In May 2006, the building was demolished and removed from the Property. All creosote-contaminated material has been removed from the Property. In addition, debris/trash from a small solid waste dump was removed from the Property.

(B) Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that 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.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), 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 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 successor(s) or assign(s), 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 applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), 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 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 part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation 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, 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 remedial action, 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, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out 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 record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

3. NOTICE REGARDING LEAD-BASED PAINT (LBP)

(A) Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

4. ASBESTOS CONTAINING MATERIALS (ACM)

(A) Except for the statements made above in paragraphs (A) and (B) in the section titled "Hazardous Substance Notification," no warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(B) The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the Grantor and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Grantee against the Grantor including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(C) 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 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 and asbestos-containing building material. Accordingly, 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 an 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 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.