

APN: 006-361-02 (ptn)
RPTT: \$0.00

RECORDING REQUESTED BY:
Lincoln County

WHEN RECORDED MAIL TO:
Lincoln County
PO Box 90
Pioche NV 89043



OFFICIAL RECORD
LESLIE BOUCHER, RECORDER

E02

QUITCLAIM DEED

COPY

QUITCLAIM DEED

Caselton Heights - Lots 13 and 14
1851 Sphalerite Lane, Pioche, NV 89043

THIS DEED (this "Deed") is made and entered into as of this 12 day of March, 2018 (the "Effective Date"), by and between Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust ("Grantor"), with a principal address of 748 North Eastcapitol Boulevard, Salt Lake City, UT 84103 and Lincoln County, Nevada (including, without limitation, its successors and assigns, "Grantee"), with a principal address of P.O. Box 90, Pioche, NV 89043.

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee, Grantor's right, title and interest, if any, in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Lincoln and State of Nevada, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Deed and to any and all covenants, conditions, restrictions, easements, rights-of-way, encroachments, encumbrances, mineral reservations (including, without limitation, reservations, exceptions, easements, restrictions, regulations and rights to which a mining claim is subject under federal, state or local laws, rules, regulations, ordinances or other requirements), water rights, and other matters of record or fact, any state of facts or exception which an accurate survey or inspection of the would show, any present and future laws, including zoning regulations, special assessments now or hereafter becoming a lien, and general real estate taxes for the year first written above and all prior and subsequent years.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever.

The foregoing conveyance is made further subject to the following terms and conditions, each of which have been agreed to by Grantee:

1. Conveyance of Property. Grantee expressly acknowledges and agrees that no representations, warranties, covenants, guaranties or promises of any kind, express or implied, have been made by Grantor or Grantor's agents or representatives to Grantee or to the agents or representatives of Grantee with respect to the Property, and that any statements whatsoever made by Grantor or Grantor's agents or representatives to Grantee or to Grantee's agents or representatives are not material and have not been relied upon by Grantee in any way whatsoever. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS."** Grantor hereby

expressly disclaims any and all representations or warranties as to: (i) the Property's compliance with any and all federal, state or local laws, rules, regulations, ordinances or other requirements, including, without limitation, any such laws or other requirements with respect to the maintenance and/or removal of improvements, if any, on the Property, (ii) legal access from the Property to any public road, (iii) the existence, attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at or on the Property, (iv) restrictions on usage of the Property imposed by any governmental authority or the suitability of the Property as a developable or useable site for any purpose, (v) the acreage or square footage of the Property, (vi) the fitness or value of the Property, and (vii) the status of title to the Property.

2. Environmental Condition of the Property.

(a) No Representations or Warranties. Without limiting the provisions of paragraph 1 above in any way, Grantor makes no representations, warranties or covenants of any kind, express or implied, with respect to the environmental condition of the Property or the Property's compliance with Environmental Laws (as defined hereafter). Grantee hereby assumes, and shall be solely responsible for, all environmental matters affecting or arising in connection with the Property, including, without limitation, the Property's compliance with all Environmental Laws and the presence of any Hazardous Substances (as defined hereafter), if any, on, in, under, or migrating from or otherwise attributable to the Property. "Environmental Laws" means any past, present, or future federal, state, or local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

(b) Release. Grantee, for Grantee and Grantee's successors and assigns, including, without limitation, each present and future fee owner, ground lessee, and tenant of all or any portion of the Property (collectively, "Grantee Parties") hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State in which the Property is located (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waive, all Claims (as defined below) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition or status of title to the Property, whether arising or accruing before, on or after the Effective Date, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including

all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Property. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. Without limitation of the foregoing, "Claim" shall also be specifically deemed to include any claim, cause of action, objection, or dispute relative to (1) this Deed, (2) the Survey (as defined hereafter) and the depictions and legal descriptions of the Property, the Lots (as defined hereafter), and the remaining undeveloped land as shown in the Survey, and/or (3) lines of ownership, metes and bounds, square footage, real property boundaries and real property title arising directly and/or indirectly as a result of the failure to (i) properly subdivide the patented mining claim(s) underlying the Property, and/or (ii) survey the Property in relation to public ways, abutting lines of ownership and other parcels of land, Grantee agreeing to look solely to its policy of title insurance for the Property in connection with any claim, cause of action, objection, or dispute arising in connection with any of the foregoing or any other alleged defects in title to the Property.

(c) Covenant Not to Sue. Grantee, for itself and for each of the other Grantee Parties, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which has been or could be brought by or against any of the Grantee Parties to the extent the same relates to or arises in any way out of the Property.

3. Transaction Costs. Grantee agrees to pay all recording fees and costs, all survey costs, all title commitment and title insurance premiums, all mortgage taxes or intangible taxes, all transfer taxes or revenue stamps incidental to the recordation of this Deed, as well as any mortgage or related instrument recorded in connection with this conveyance, and any and all other costs and expenses of Grantee arising out of or relating to this transaction. Any and all state, county and municipal sales taxes due and payable as a result of the conveyance shall promptly be paid by Grantee. To the extent the law requires Grantor to collect and remit such taxes, then Grantee shall pay such taxes to Grantor on the Effective Date. Grantee shall file all ancillary documents required to be filed in connection with this conveyance in order to fully and completely comply with all applicable laws, customs, practices and standards in the jurisdiction where the Property is located. All of the above costs and expenses shall be made by Grantee.

4. Representations.

(a) Grantee Representations. Grantee hereby represents and warrants that:

(i) Grantee is a county duly organized, validly existing and in good standing under the laws of the State of Nevada;

(ii) Grantee, acting through its duly empowered and authorized Board of Commissioners, has all necessary power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this

Deed and to perform its obligations hereunder;

(iii) Grantee is duly authorized to execute and deliver, acting through its duly empowered and authorized Board of Commissioners, and perform this Deed and all documents and instruments and transactions contemplated hereby or incidental hereto;

(iv) Grantee has dealt with no broker, finder or any other person, in connection with the transfer of the Property that might give rise to any claim for commission against Grantor or lien or claim against the Property;

(v) Grantee (a) is not the subject of a voluntary or involuntary petition for relief under the U.S. Bankruptcy Code or the laws of any other jurisdiction and is not the subject of any proceeding in any court wherein the relief requested or sought against Grantee includes a receivership, assignment for the benefit of creditors, or other insolvency proceeding; (b) has no present intention, as of the date hereof, of filing any bankruptcy or insolvency proceeding for protection from its creditors; (c) is able to pay its debts in the ordinary course as they become due; and (d) is solvent, and shall be solvent immediately after the effectuation of the transactions contemplated by this Deed; and

(vi) Grantee is not now, nor ever has been, owned by or affiliated with Kerr-McGee, Tronox, Inc. or any of their related or affiliated entities.

5. Ownership of Grantee.

(a) This Deed is intended to forever resolve and settle all ambiguities and uncertainties with respect to lines of ownership, metes and bounds, square footage, real property boundaries and real property title disputes arising directly and/or indirectly as a result of the failure to (i) properly subdivide the patented mining claim(s) underlying the Property, and/or (ii) survey the Property in relation to public ways, abutting lines of ownership, and other parcels of land.

(b) Grantee hereby represents, warrants, and covenants that the depiction and legal description of the Property set forth in Exhibit A and in that certain Record of Survey for Caselton Heights dated March 8, 2018 and recorded in the Office of the County Recorder of Lincoln County, Nevada (the "Recorder") on March 16, 2018 in Book D of Plats, Page 259 as File No. 153995 (the "Survey") supersedes in all respects the legal description (but not the description of the excluded and reserved surface right personal property interest, if any, that may have been previously conveyed to Grantee) set forth in that certain Trustee's Deed from W. LaMonte Robison, Trustee of Combined Metals Reduction Company to Kerr-McGee Corporation dated September 16, 1976 and recorded in the Office of the Recorder on September 20, 1976 in Book 18 of Official Records, Page 313 as File No. 58591 (the "Original Deed").

(c) Grantee hereby forever releases, remises and waives, and covenants for the benefit of the other Lots shown on the Survey (the "Lots") not to assert an ownership interest in or over, any right, title or interest Grantee may have received in the Original Deed to any Lot or other area outside of the Property.

6. Legal Instrument. This Deed is a legally-binding instrument. Grantee acknowledges and agrees that it (a) may be receiving and relinquishing rights by virtue of its

execution of this Deed, and (b) has been provided with the opportunity to consult with legal counsel regarding the transactions contemplated by this Deed prior to executing this Deed.

7. Miscellaneous. This Deed, and the covenants, representations, and warranties contained and created herein, shall run with the land and shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. Nothing in this Deed shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor, and its related parties, under that certain Consent Decree and Environmental Settlement Agreement entered in the Tronox bankruptcy in the United States Bankruptcy Court for the Southern District of New York (Case No. 09-10156 (ALG)). The obligations, representations, warranties, covenants, agreements, and acknowledgements of Grantee set forth in this Deed shall survive the recording of the Deed and the transfer of the Property from Grantor to Grantee.

[remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the Effective Date.

GRANTEE:

Lincoln County, Nevada

By: Lincoln County Board of Commissioners

By: *A. Paul Donohue*

Name: Paul Donohue

Title: Chairman

GRANTOR:

Greenfield Environmental Multistate Trust LLC,
not individually but solely in its representative capacity
as Trustee of the Multistate Environmental Response Trust

By: Greenfield Environmental Trust Group, Inc., Member

By: *Marc Weinreich*

Name: Marc Weinreich

Title: Vice President

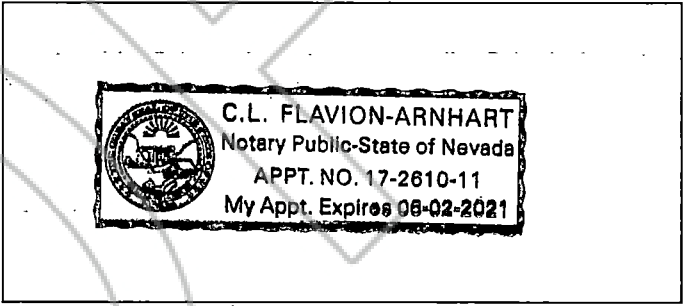
Notary page for Grantor:

State of Nevada)
)ss.
County of Lincoln)

On this 15th day of March, 2018, before me appeared Marc Weinreich, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Greenfield Environmental Trust Group, Inc., Member of Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust, and that said instrument was signed in behalf of said trust, by authority of its Trustee; and acknowledged said instrument to be the free act and deed of said trust.

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

Notary Public
Name: C. L. Flavion Arnhart
My commission expires: 06/02/2021



Please affix stamp in area designated above

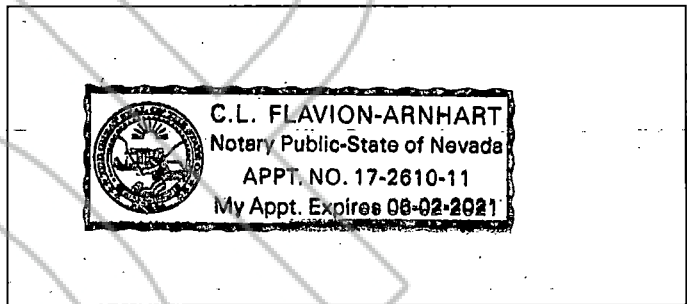
Notary page for Grantee:

State of Nevada)
)ss.
County of Lincoln)

On this 12th day of March, 2018, before me appeared Paul Donohue, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Lincoln County, Nevada Board of Commissioners; and acknowledged said instrument to be the free act and deed of said County.

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

Notary Public
Name: C. L. Flavion Arnhart
My commission expires: 10/2/2021



Please affix stamp in area designated above

EXHIBIT A

Legal Description

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

Situate within the Southwest Quarter (SW1/4) of Section 28, Township 1 North, Range 67 East, M.D.B.& M., located on portions of the Black Hawk No. 1 and George Washington No. 2 patented mining claims identified as MS 3681, and portions of the Treasure Hill No. 2 patented mining claim identified as MS 4033, more particularly described as follows:

Lots 13 and 14 of the Record of Survey for Caselton Heights, recorded on March 16, 2018 in the Office of the County Recorder of Lincoln County, Nevada in Book D of Plats, Page 259 as File No. 153995, Lincoln County, Nevada records.

Assessor's Parcel Number for 2017-2018: 006-361-02 (ptn)

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 006-361-02 (ptn)
- b) _____
- c) _____
- d) _____

FOR RECORDER'S OPTIONAL USE ONLY	
Document/Instrument No.	_____
Book _____	Page _____
Date of Recording:	_____
Notes:	_____

2. Type of Property

- a) Vacant Land
- b) Single Family Residence
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apartment Bldg.
- f) Commercial/Industrial
- g) Agricultural
- h) Mobile Home
- i) Other _____

3. Total Value/Sales Price of Property _____ \$0.00

Deed in Lieu of Foreclosure Only (Value of Property) (_____)
 Transfer Tax Value _____ \$0.00
 Real Property Transfer Tax Due: _____ \$0.00
 **Value is based on Contract of Sale recorded in Book 76
 of Official Records, page 79

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: #2
- b. Explain Reason for Exemption: Government entity

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: *Matthew Arnhart* Capacity: Agent

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

Print Name: Greenfield Environmental Multistate Trust LLC
 Address: 748 N Eastcapitol Blvd
 City/State/Zip Salt Lake City UT 84103

BUYER (GRANTEE) INFORMATION

Print Name: Lincoln County
 Address: PO Box 90
 City/State/Zip Pioche NV 89043

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: Lincoln County Escrow No _____
 Address: _____