



1050188

COPY

E 061691 R 788 P 0100
Date 29-JUN-2000 16:31pm
Fee: No Fee Cash 113
LOUISE C JONES, Recorder
Filed By RKK
For CITY OF MONTICELLO
SAN JUAN COUNTY CORPORATION

Monticello Mill Tailings Site
City of Monticello, Utah

QUITCLAIM DEED

THE UNITED STATES OF AMERICA (hereinafter designated "Grantor"), acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Monticello, Utah (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest, subject to covenants, reservations, and warranties declared herein, "as is, where is" in and to the following tract of land described in Exhibit A, herein attached, containing approximately 383.24 acres and located in Section 36 and Section 31 of T33S, R24E, SLBM, and Section 6, T34S, R24E, SLBM, San Juan County, Utah (herein after referred to as "Property"). The transfer, herein described, is made pursuant to Section 120(h)(3)(C)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. § 9620(h)(3)(C)(i)) and is subject to restrictions hereinafter provided on the use of the Property to ensure the protection of human health and the environment.

The Grantor grants the Property to the Grantee subject to the following;

- A. All existing easements, consents, licenses, permits and rights-of-way for public and private roads, streets and highways, railroads, sewage lines, public utilities, and pipelines, ditches and canals on, over and across said land, whether or not of record.
- B. All existing interest(s) reserved to or outstanding in third parties in and to oil, gas, and/or minerals.
- C. All other existing interests reserved by any grantor(s) in the chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described.
- D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the Property.
- E. Any title or right asserted by third parties to lands comprising the shores or beds of navigable or perennial rivers, streams, or lakes, or to statutory water or other rights, including riparian or littoral rights.
- F. All rights and easements reserved in the plat and dedication of said Property.
- G. Rights or claims of persons in possession, if any, whether or not of record.
- H. Rights of third parties if any, created by liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the Property.
- I. Taxes due and payable, and any tax, special assessment, charge or lien imposed for water, sewer or for any other special taxing or assessment district.
- J. A reservation of all rights and interests, which have been previously reserved to Grantor in any Patent(s) which cover(s) the Property.
- K. A reservation unto Grantor, and its assigns, all rights and interests in and to oil, gas, lignite, iron, coal, sulfur, uranium and other minerals in the Property not previously conveyed or reserved by third parties, whether or not of record, lying upon the surface or at any depth on the Property, or any portion thereof, but excluding the right to enter upon the surface of the Property for the purpose of exploring, developing, mining, producing or drilling for any of said reserved minerals; provided,

however, that exploration, development, mining, production or drilling for said reserved minerals will be permitted by offsite directional drilling and/or shafts and tunnels.

- L. A reservation unto Grantor, and its successors and assigns, of an easement for construction, operation, and maintenance of a water intake and diversion on Montezuma Creek and line for water transport for the benefit of R. Kendrick and Marlene Somerville, their successors and assigns, owners of property known as San Juan County tax parcel 33S24E317800.

As a part of the consideration for this deed, the Grantee, for itself, its successors and assigns, by its acceptance of this deed does acknowledge, covenant, and agree for itself, and its successors and assigns, forever, as follows:

General Public Benefit Conveyance Conditions

1. This Property shall be used and maintained solely for public park and public recreation purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an application dated December 1999 and amendment to an application dated April 7, 2000, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application. Any amendment to the program of utilization and plan shall conform with conditions and restrictions contained herein. Written concurrence from the United States Environmental Protection Agency ("EPA"), the Utah Department of Environmental Quality ("UDEQ") and the Secretary of the Interior shall constitute concurrence by Grantor.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the Property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency without the prior approval of the Secretary of the Interior in writing. Any such disposition shall assure the continued use and maintenance of the Property for public park or public recreational purposes subject to the same terms and conditions as in this deed. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the Property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. The Grantee further agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that facilities developed on the Property are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity in effect on the Property; and agrees to comply with the provisions of Title III of the Age

Discrimination Act of 1975, as amended (Public Law 94-135; 45 C.F.R. Part 90) prohibiting discrimination on the basis of age in programs and activities conducted on the Property.

6. The Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the Grantor shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the Property in order to determine compliance with the terms of this conveyance.
7. The Grantee, its successors and assigns, shall hold harmless, defend and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgement, cost or other fee arising out of any claim for personal injury or Property damage (including death, illness, or loss of or damage to Property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the Property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents.

CERCLA Agreements and Restrictions

8. As required by 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)), the Grantor hereby gives notice that Exhibit B hereto provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the date such storage, release or disposal took place; and (3) a description of remedial action taken, if any. Grantee acknowledges its understanding that there is contamination remaining on the Property, and acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards on the Property and subject to the completion of all response actions identified in Cooperative Agreement No.-DE-FC13-99GJ79485 between the Grantee and the United States Department of Energy, and amendments thereto, deems the Property to be safe for the Grantee's intended use, human health, and the environment in general.
9. All remedial actions on the Property have not been completed by the United States Department of Energy ("DOE"). Pursuant to Section 120(h)(3)(C) of (CERCLA)(42 U.S.C. §9620(h)(3)(C)) conveyance of the Property may be made prior to the completion of all remedial action if the Administrator of the EPA, with the concurrence of the Governor of the State of Utah, determines that the Property is suitable for transfer based upon a finding that the intended use for park and recreation uses, subject to the conditions and restrictions contained herein, is consistent with protection of

human health and the environment. The Administrator of EPA made such a determination in a letter, dated May 25, 2000, after receipt of the concurrence of the Governor of the State of Utah in a letter, dated May 3, 2000; copies of both letters are attached as Attachment 8 to the *Final Covenant Deferral Request for Transfer of Federal Property in Monticello, Utah* (filed in the DOE long term surveillance and maintenance project office and at the City Hall in Monticello, Utah) and both are incorporated herein by reference.

10. As required by Section 120(h)(3)(C)(ii)(II) of CERCLA, (42 U.S.C. §9620(h)(3)(C)(ii)(II)), use of the Property by Grantee, its successors and assigns, shall be conducted in a manner that will not disrupt any required remedial investigations, response actions (including, but not limited to interim remedial actions), and oversight activities conducted by the Grantor and/or the State of Utah.
11. As required by Section 120(h)(3)(A)(ii)(II) of (CERCLA) (42 U.S.C. §9620(h)(3)(A)(ii)(II)), the Grantor warrants that it shall, by and through DOE its successors and assigns, take any additional response action found to be necessary by the applicable regulatory authority after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
12. As required by Section 120(h)(3)(C)(ii)(III) of CERCLA, (42 U.S.C. §9620(h)(3)(C)(ii)(III)), Grantor, by and through DOE, its successors and assigns, hereby agrees to complete those additional response actions found to be necessary by the applicable regulatory authority after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance, and as described in the *Federal Facility Agreement (December, 1998)*, as amended, between EPA, UDEQ, and DOE and the *Monticello Site Management Plan (July 1998)*, as amended, prepared by DOE. These documents are filed in the DOE long-term surveillance and maintenance project office and at the City Hall in Monticello, Utah.
13. As required by Section 120(h)(3)(C)(ii)(IV) of CERCLA, (42 U.S.C. §9620(h)(3)(C)(ii)(IV)), and the *Federal Facility Agreement*, described herein, DOE has submitted a budget request to the Director of the Office of Management and Budget that adequately addresses schedules for investigation and completion of all necessary response actions, subject to Congressional authorizations and appropriations.
14. As required by Section 120(h)(3)(C)(iii) of CERCLA, (42 U.S.C. §9620(h)(3)(C)(iii)), when all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken, the Grantor shall execute and deliver to the Grantee, its successors or assigns, an appropriate document containing a warranty that all required response action has been taken, and the making of the warranty shall be considered to satisfy the requirement of Section 120(h)(3)(C)(iii) of CERCLA, (42 U.S.C. §9620(h)(3)(C)(iii)).
15. The Grantor reserves a right of access to all portions of the Property to conduct remedial investigations, response actions, including, but not limited to interim remedial actions, oversight activities, and other corrective action on the Property or on adjacent property. This right of access reservation is for the purpose of conducting said activities as they are contemplated in the *Federal Facility Agreement, (December, 1998)*, as amended, between the EPA, UDEQ, and DOE and the *Monticello Site Management Plan, (July, 1998)*, as amended, prepared by DOE, as well as any additional remedial investigations, response actions (including, but not limited to interim remedial actions, oversight activities) and other corrective action found by the Grantor or the State of Utah to be necessary after the date of this conveyance. This right of access reservation includes, but is not limited to, access by EPA, DOE, UDEQ, or Grantor, and their respective successors, assigns, officers, agents, employees, contractors and subcontractors. This right of access reservation

includes, but is not limited to, access to 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. This reservation includes the right of access to and use of reasonable utilities at reasonable cost to Grantor or the State of Utah.

16. Grantee covenants and agrees for itself, its successors and assigns, that any party occupying any of the Property shall not hinder or prevent (1) Grantor, including but not limited to EPA, DOE and the United States Department of Interior ("DOI"), and their respective successors, assigns, officers, agents, employees, contractors and subcontractors; and, (2) the State of Utah, including but not limited to UDEQ, and their respective successors, assigns, officers, agents, employees, contractors and subcontractors, from conducting any required remedial investigations, response actions, (including, but not limited to interim remedial actions) or oversight activities or other corrective action found by the Grantor or UDEQ to be necessary on the Property or adjacent property.
17. Grantee covenants and agrees for itself, its successors and assigns that the Property shall not be used for residential purposes. No site development for or construction of any temporary or permanent habitable structures may occur on the Property. For purposes of this use restriction, a "habitable structure" is defined as a structure that is suitable for humans to live or reside in. The Property use shall be restricted to public, day-use recreation. There shall be no overnight camping on the Property. Activities such as construction, maintenance, surveillance, fire fighting, law enforcement, and similar activities for the purposes of maintaining safety and preserving the Property for permitted land uses are allowable.
18. Grantee covenants and agrees for itself, its successors and assigns that no soils shall be removed from Parcels 4, 5, or 7, as displayed in Exhibit C (aka San Juan County tax parcels 33S24E316001, 34S24E060600, and 33S24E318400), without the prior written approval of EPA and UDEQ. Any activity on Parcel 4, 5, or 7 which may cause or lead to soil erosion shall employ best management practices specified and approved in writing by EPA and UDEQ so as to eliminate subsequent loss of soils from the Property, or any portion thereof.
19. Grantee covenants and agrees for itself, its successors and assigns to not construct or permit to be constructed any well, and not extract, utilize, consume or permit to be extracted, utilized or consumed any water from any aquifer below the surface of the ground within the Property for the purpose of human consumption, or other such use, unless the groundwater has been tested by the applicable state and local regulatory authorities and found to meet the applicable standards. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, analyses or remediation, shall be the sole responsibility of the Grantee, its successors and assigns, without costs whatsoever to Grantor, unless specified otherwise herein or specified otherwise in other written agreements between the Grantor and Grantee.
20. Grantee covenants and agrees for itself, its successors and assigns to not construct or permit to be constructed any well on Parcels 1, 2, 3, 4, or 5, as displayed in Exhibit C (aka San Juan County tax parcels A33230367201, 33S23E367204, 33S24E315400, 33S24E316001, and 33S24E318400) for the purpose of diverting and using water from the shallow alluvial fill aquifer beneath such parcels for domestic purposes. Any new, deep well beneath said aquifer described above on Parcels 1, 2, 3, 4, or 5 shall seal off the shallow aquifer and shall not allow the flow of water from the shallow aquifer to a deeper aquifer or bedrock formation.

21. No condition or restriction contained herein shall be removed from the Property prior to a determination and certification by DOE, EPA, and UDEQ that the Property meets regulatory standards and requirements. Upon such determination and certification, the Grantor, by and through DOI, shall remove such condition or restriction by filing an appropriate document for recording in the Official Records of San Juan County, Utah.
22. The Grantee agrees to indemnify, defend, save, and hold harmless the Grantor and the State of Utah, and their respective employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, costs associated with any investigation, monitoring, sampling, testing, or removal of hazardous substance(s), attorney fees and expenses, and court costs) in any way related to, connected with, or arising out of discovery of any hazardous substance(s) or other contaminant(s) which is found to have contaminated the Property after the date of this deed.

Other Environmental Restrictions

23. The Grantee acknowledges that said Property is located in the vicinity of a general aviation airport and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration (FAA) by submitting an FAA Form 7460-1 "Notice of Proposed Construction or Alteration" to FAA, as required by 14 CFR 77, for any proposed structures on the Property.
24. The Grantee acknowledges that a portion of said Property is located within a wetland area and is subject to the jurisdictional authority of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344). The Grantee, for itself, its successors and assigns covenants and agrees to consult and obtain necessary authorization from the U.S. Army Corps of Engineers prior to any ground disturbing activity which would adversely affect the extent, conditions, or function of the wetland area, and further covenants and agrees that any such activity is subject to and shall conform with all applicable federal, state, and local statutes, ordinances, rules, and regulations relating to wetlands.
25. The Grantee acknowledges that a portion of said Property is located within a 100-Year Floodplain. Grantee covenants and agrees that any development of said Property shall conform with all applicable federal, state, or local statutes, ordinances, rules, and regulations relating to floodplains or flood hazards.

Compliance with Conditions

26. In the event that there is a breach by the Grantee, its successors or assigns, of any of the conditions, restrictions, or covenants of this deed, whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, or cure such breach. Upon failure to eliminate, rectify, or cure said breach within the time set forth in the notice, all right, title, and interest in and to said premises shall, at the Grantor's option revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The failure of the Grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

27. EPA and UDEQ, their successors and assigns, shall be deemed joint and several beneficiaries of all those agreements, covenants, and restrictions contained within items 8 through 21 and item 24 above and binding upon the Grantee, and shall have a right to enforce said agreements, covenants, and restrictions in addition to all other remedies EPA and UDEQ may have under applicable laws. Notwithstanding the foregoing, EPA and UDEQ, their successors and assigns shall have no affirmative duty to the Grantee or any successor in title to the Property to enforce said agreements, covenants, and restrictions.
28. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations FPMR 101-47.402 in effect as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on this the 20th day of June, 2000.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Interior

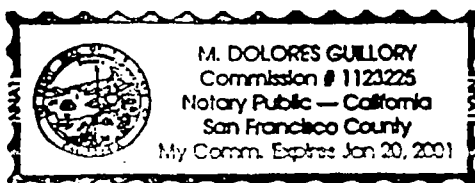
By James R. Shevock
James R. Shevock
Acting Regional Director, Pacific West
National Park Service

(COUNTY OF SAN FRANCISCO)

) SS.

(STATE OF CALIFORNIA)

On this 20th day of June, 2000, before me, the subscriber, personally appeared James R. Shevock, to be known and personally known to me to be the Acting Regional Director, Pacific West, National Park Service, of the United States of America, acting by and through the Secretary of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director, Pacific West aforesaid, as the act and deed of the United States, for and on behalf of the Secretary of the Interior, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Witness my hand and official seal.

M. Dolores Guillory
NOTARY PUBLIC

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, restrictions, covenants and agreements therein contained.

City of Monticello, Utah

By *M. Black*

Date 6-28-00

(STATE OF UTAH)
) SS.
(COUNTY OF SAN JUAN)

On this 28th day of June, 2000, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Monticello, Utah and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of City of Monticello, Utah, for the purposes and uses therein described.

Witness my hand and official seal.

Rita Walker

NOTARY PUBLIC

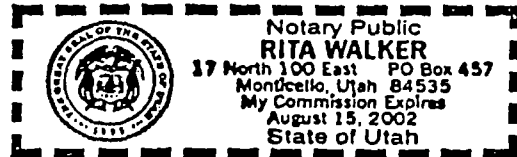


Exhibit A

A parcel of land located within the SE1/4 of Section 36, T33S, R23E, SLBM and the S1/2 of Section 31, T33S, R24E, SLBM and also N1/2 of Section 6, T34S, R24E, SLBM, San Juan County, Utah; said parcel being more particularly described as follows: commencing at the Northwest Corner of said Section 6 from whence the north quarter corner of said Section 6 bears N 89° 54'23"E, 2568.85 feet, with all bearings contained herein referenced thereto; thence N 89° 54'23"E, 586.70 feet to the true Point of Beginning, being a point on the City of Monticello annexation boundary, thence along the following 44 courses:

1. N00°00'45"E, 660.34 feet to a point on the City of Monticello annexation boundary;
2. N00°00'45"E, 660.73 feet to a point on the south line of Lot 3 of said Section 31;
3. S89°56'43"W, 585.14 feet to the Southwest corner of Lot 3 of said Section 31;
4. S89°59'28"W, 719.28 feet along the north line of the s 1/2 of the SE 1/4 of said Section 36 to a point on the easterly right-of-way of Highway 191, from whence a U.D.O.T. right-of-way monument at Engineer's Station 42+55.6 bears S43°54'32"E, 3.95 feet;
5. N43°54'32"W, 251.86 feet along said easterly right-of-way of Highway 191;
6. N50°09'22"W, 301.79 feet along said easterly right-of-way of Highway 191 to a U.D.O.T. monument;
7. N45°44'32"W, 51.45 feet along said easterly right-of-way of Highway 191;
8. Along a spiral curve to the right, the centerline of which is described by a 325 foot 10 chord spiral, the terminus of which bears N43°35'41"W, 319.33 feet;
9. Along a curve to the right, central angle of 16°45'23" radius of 1382.7 feet, arc of 404.38 feet at Engineer's Station 28+90, being along the above described curve, bears N22°20'27"W, 6.63 feet;
10. Departing from the highway right-of-way S 89°38'23"E, 274.9 feet;
11. N00°21'37"E, 321.75 feet to a point on the south line of the original Monticello Townsite;
12. S89°39'15"E, 558.5 feet to the southeast corner of Block 2, original Monticello Townsite;
- 13. S00°21'37"W, 336.08 feet to the Southwest corner of that parcel described in Book 341, Page 446, San Juan County Records;
14. S89°38'23"E, 105.0 feet to a point on the previously fenced boundary of said parcel described in Book 341, Page 446, San Juan County Records;
15. N54°56'41"E, 196.0 feet along said previously fenced boundary;
16. N69°13'31"E, 144.1 feet along said previously fenced boundary;
- 17. N19°04'25"W, 156.1 feet along said previously fenced boundary;
18. N89°33'33"E, 480.8 feet along said previously fenced boundary;
19. N00°26'27"W, 28.8 feet to a point on the original Monticello Mill Site fenced boundary;
20. N89°36'04"E, 24.8 feet along the original Monticello Mill site fenced boundary;
21. S89°45'40"E, 191.8 feet along the original Monticello Mill site fenced boundary;
22. S89°17'05"E, 137.8 feet to the southwest fence corner of that parcel described in Book 658, Page 885, San Juan County Records;
23. S89°17'05"E, 665.7 feet along the south fence line of said parcel described in Book 658, Page 885, San Juan County Records;
24. S89°27'27"E, 566.9 feet along the south fence line said parcel described in Book 658, Page 885, San Juan County Records;
25. S89°04'52"E, 802.2 feet along a previous mill site fence line to a point on the east line of the currently monumented NE1/4 SW 1/4 of said Section 31, from whence an aluminum cap at the northeast corner of the NE 1/4 SW 1/4 of said Section 31 bears N00°03'33"W, 40.4 feet, and also from whence a previous mill site fence corner which previously monumented the northeast corner of the NE 1/4 of SW 1/4 of said Section 31 bore S89°04'52"E, 77.3 feet;


26. S00°03'33"E, 1221.54 feet along the currently monumented east line of the NE 1/4 of the SW 1/4 of said Section 31 to the northwesterly corner of that parcel described in Book 730, Page 514, San Juan County Records;
 27. S66°00'04"E, 542.69 feet along the monumented northerly line of said parcel described in Book 730, Page 514, San Juan County Records;
 28. S62°09'45"E, 643.60 feet along the monumented northerly line of said parcel described in Book 730, Page 514, San Juan County Records;
 29. S34°33'34"E, 335.73 feet along the monumented northerly line of said parcel described in Book 730, Page 514, San Juan County Records;
 30. S72°47'52"E, 761.23 feet along the monumented northerly line of said parcel described in Book 730, Page 514, San Juan County Records;
 31. S00°15'02"E, 355.78 feet to a point on the north line of Lot 1 of said Section 6;
 32. S89°58'09"E, 661.00 feet to the northeast corner of Lot 1 of said Section 6;
 33. S00°12'11"E, 1321.80 feet to the southeast corner of Lot 1 of said Section 6;
 34. N89°58'49"W, 1322.04 feet to the southwest corner of Lot 1 of said Section 6;
 35. N89°58'49"W, 1322.04 feet to the southwest corner of Lot 2 of said Section 6;
 36. N00°12'02"W, 349.64 feet along the west line of Lot 2 of said Section 6;
 37. S58°21'07"W, 2856.62 feet to the southeast corner of a drainage easement on the easterly right-of-way of highway 191 as described in Book 500, Page 168 of the San Juan County Records;
 38. N89°54'05"W, 45.00 feet to the southwest corner of said drainage easement being also a point on the easterly right-of-way of Highway 191;
 39. N00°05'55"E, 380.49 feet, along said easterly right-of-way of Highway 191 to a U.D.O.T. right-of-way monument at Engineer's Station 78+00;
 40. N00°06'00"E 499.94 feet along said easterly right-of-way of Highway 191 to a U.D.O.T. right-of-way monument at Engineer's Station 73+00;
 41. N00°06'08"E, 819.00 feet along said easterly right-of-way of Highway 191 to a point of curvature;
 42. Continuing along said easterly right-of-way of Highway 191 along an arc of a curve to the left, central angle of 6°51'49", radius of 2944.80 feet, arc length of 352.77 feet, the chord of which bears N03°19'47"W, 352.56 feet;
 43. N89°54'27"E, 507.56 feet departing from the easterly right-of-way of Highway 191 to a point on the annexation boundary of the City of Monticello;
 44. N00°09'41"E, 416.00 feet along the annexation boundary of the City of Monticello to the Point of Beginning.
- 

Exhibit B

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

The following federal real properties (henceforth identified as the Properties) are herein transferred to the City of Monticello: the Monticello Millsite (San Juan County parcel # 33S24E315400), MP-00181 (San Juan County parcel #s A33230367201 and 33S23E367204), MP-01040 (north portion of San Juan County parcel # 34S24E061200), MP-01042 (San Juan County parcel # 34S24E060000), MP-00391 (San Juan County parcel # 33S24E316001), MP-01041 (San Juan County parcel # 34S24E060600), and MP-1077 (San Juan County parcel # 33S24E318400)..

In accordance with Title 40 *Code of Federal Regulations* (CFR) Part 373.3, the quantity of hazardous substances stored for more than one year or released to the environment in excess of the reportable quantity or 1000 kilograms, whichever is greater, shall be disclosed in pounds and kilograms upon transferring federal real property to another entity. This notification is provided because hazardous substances were formerly released or stored at the Properties.

From 1942 through 1996, 1.9 million cubic yards of vanadium and uranium mill tailings, and an additional 645,000 cubic yards of contaminated soil, debris, and associated by-product materials were stored or known to have been released to the environment at the Properties. Contaminated material (2.54 million cubic yards) was removed from the Properties and placed into the Monticello Repository. No hazardous substances were disposed on the Properties.

The total volume (2.54 million cubic yards) of material released or stored at the Properties equates to approximately 8.13 billion pounds (3.69 billion kilograms). The mass of individual hazardous substances stored or released at the Properties, other than radium-226, is based on the concentration of the hazardous substances contained within the volume of the mill tailings. The mass of radium-226 is based on the total volume of material placed in the repository which was removed directly or from storage on the Properties.

Hazardous substances present in the mill tailings include radionuclides in the uranium decay series. The Record of Decision identified radium-226 as the radionuclide presenting a risk to the public and environment and provided remediation standards based on removal of radium-226. Radium-226 was used as the indicator of complete removal of mill tailings and tailings or ore contaminated soils. Therefore, radium-226 contamination was quantified and the other radionuclides in the uranium decay series were not quantified.

Metals and other contaminants are also present in the material removed from the Properties. Chemical and radioactive characterization of the mill tailings is provided in Table 3-3 of the *Final Remedial Investigation/Feasibility Study-Environmental Assessment for the Monticello, Utah, Uranium Mill Tailings Site* (RIFS) (January 1990) (DOE). The mean contaminant concentrations of contaminants other than radium-226 in the tailings piles from this table and the total mass of tailings that was removed were used as the basis for calculating the quantity of hazardous substances released at the Properties.

Table 1 and Table 2 provide information required by 40 CFR Part 373. Quantities of ra-226 and non-radioactive hazardous substances (as listed in 40 CFR Table 302.4) that were released to the environment at the Properties in excess of the reportable quantity are listed in Table 1. Quantities of hazardous substances stored for more than one year in excess of the reportable quantities or 1000 kilograms, whichever is greater, are listed in Table 2.

Table 1
Hazardous Substances Listed in 40 CFR Table 302.4
Released at the Monticello Millsite and Associated Properties
Proposed for Transfer to the City of Monticello

Hazardous Substance	Chemical Abstract Service Registry Number (CASRN)	Regulatory Synonyms	Dates of Release	Quantity Released Pounds (Kilograms) except as noted
Radium-226	*	*	1942-1996	3,000 curies
Antimony compounds ¹	*	Antimony and compounds	1942-1996	8,130 (3,691)
Arsenic and compounds ¹	*	Arsenic compounds (including inorganic arsine)	1942-1996	577,230 (262,062)
Beryllium and compounds ¹	*	Beryllium compounds	1942-1996	14,634 (6,644)
Cadmium and compounds ¹	*	Cadmium compounds	1942-1996	24,390 (11,073)
Chromium and compounds ¹	*	Chromium compounds	1942-1996	382,110 (173,478)
Copper and compounds ¹	*	*	1942-1996	9,219,420 (4,185,617)
Lead and compounds ¹	*	Lead compounds	1942-1996	674,790 (306,355)
Mercury and Compounds ¹	*	Mercury compounds	1942-1996	488 (221)
Nickel and compounds ¹	*	Nickel compounds	1942-1996	284,550 (129,186)
Selenium and compounds ¹	*	Selenium compounds	1942-1996	8,130 (3,691)
Silver and compounds ¹	*	*	1942-1996	16,260 (7,382)
Thallium and compounds ¹	*	*	1942-1996	16,260 (7,382)
Zinc and compounds ¹	*	*	1942-1996	1,544,700 (701,294)
Uranium ^{1,2}	Not applicable	Not applicable	1942-1996	2,593,470 (1,177,435)
Vanadium ^{1,2}	Not applicable	Not applicable	1942-1996	18,341,280 (8,326,941)
Asbestos	1332214	*	1942-1996	4,076,800 ³ (1,850,867)

* Not listed in 40 CFR Table 302.4

1. Based on 2.54 million cubic yards at 1.6 tons per yard and average concentration of the element as listed in Table 3-3 of the RIFS
2. Not listed by name at 40 CFR Table 302.4. The Monticello Federal Facility Agreement identified uranium and vanadium oxides as hazardous substances present in the mill tailings removed from the Properties.
3. Quantity includes soil and or mill tailings in which asbestos-coated equipment was buried. Actual asbestos quantity cannot be determined.

Table 2
Hazardous Substances Listed in 40 CFR Table 302.4
Stored at the Monticello Millsite and Associated Properties
Proposed for Transfer to the City of Monticello

Hazardous Substance	Regulatory Synonyms and CASRN	Dates of Storage	RCRA ¹ Waste Number	Pounds (kilograms)
Unlisted hazardous wastes characteristic of corrosivity	*	May 1995-April 1997	D002	9190 (4,172)
Unlisted hazardous wastes characteristic of toxicity: Lead (D008)	*	July 1996-October 1997	D008	15,082 (6847)

* Not listed in 40 CFR Table 302.4

I. Resource Conservation and Recovery Act

Exhibit C

