

From: "Jalena Maestas" <Jalena.Maestas@lm.doe.gov>
To: <pxm2@nrc.gov>
Date: 01/29/2008 6:05:47 PM
Subject: Falls City Well 0891 Results - October 2007

Paul,

We sampled well # 891 in October 2007. Attached are the results. In addition, I have attached the deed restrictions associated with the adjacent state property. We do inspect for activity on property adjacent to cell (apx 0.25 mile area), but the specifics not clearly written in the LTSP Inspection Procedures. DOE will include language in the "inspection procedures" of the LTSP to specifically account for inspecting <<WELL 0891 PRELIMINARY RESULTS.doc>> IC's to ensure they remain protective, if desired. The inspection checklist does included inspection of state property (Outlying Area) and the Biela Property.

Let me know if you have any further questions/concerns.

Look forward to our telecon on Feb 12, 2008 at 1:00pm Mountain Time.
Thank You.

Jalena Maestas
US Department of Energy

CC: "Robert Ransbottom" <Robert.Ransbottom@lm.doe.gov>, "Michele Miller" <Michele.Miller@lm.doe.gov>, "Jon Peckenpaugh" <JMP@nrc.gov>

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Subject: Falls City Well 0891 Results - October 2007
Creation Date 01/29/2008 6:07:44 PM
From: "Jalena Maestas" <Jalena.Maestas@lm.doe.gov>

Created By: Jalena.Maestas@lm.doe.gov

Recipients

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Files	Size	Date & Time
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IC- Deed restrictions St Prop.pdf		161085
WELL 0891 PRELIMINARY RESULTS.doc		85504
Mime.822	340514	

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PRELIMINARY RESULTS REPORT

RIN: 07101197

Site: Falls City

Location: 0891

Ticket Number: NFJ 257

Report Date: 1/29/2008

Parameter	Units	Date Sampled	Date Analyzed	Result	Qualifier(s)	Uncertainty	Detection Limit	Method
TOTAL DISSOLVED SOLIDS	MG/L	10/31/2007	11/05/2007	8400			200	EPA 160.1
AMMONIA AS N	MG/L	10/31/2007	11/12/2007	0.16			0.1	EPA 350.1
NITRATE/NITRITE AS N	MG/L	10/31/2007	11/13/2007	0.024			0.01	EPA 353.2
SULFIDE	MG/L	10/31/2007	11/07/2007	2	U		2	EPA 376.1
ALUMINUM	UG/L	10/31/2007	11/20/2007	190	B		61	EPA 6010
BERYLLIUM	UG/L	10/31/2007	11/20/2007	1.6	B		0.52	EPA 6010
CALCIUM	UG/L	10/31/2007	11/20/2007	1200000			64	EPA 6010
CHROMIUM	UG/L	10/31/2007	11/20/2007	3.8	U		3.8	EPA 6010
COBALT	UG/L	10/31/2007	11/20/2007	7.7	B		4	EPA 6010
COPPER	UG/L	10/31/2007	11/20/2007	3.5	U		3.5	EPA 6010
IRON	UG/L	10/31/2007	11/20/2007	560			28	EPA 6010
MAGNESIUM	UG/L	10/31/2007	11/20/2007	110000			44	EPA 6010
MANGANESE	UG/L	10/31/2007	11/20/2007	4500			0.82	EPA 6010
NICKEL	UG/L	10/31/2007	11/20/2007	6.6	U		6.6	EPA 6010
POTASSIUM	UG/L	10/31/2007	11/20/2007	93000			210	EPA 6010

PRELIMINARY RESULTS REPORT

RIN: 07101197

Site: Falls City

Location: 0891

Ticket Number: NFJ 257

Report Date: 1/29/2008

Parameter	Units	Date Sampled	Date Analyzed	Result	Qualifier(s)	Uncertainty	Detection Limit	Method
SODIUM	UG/L	10/31/2007	11/20/2007	1100000			22	EPA 6010
TIN	UG/L	10/31/2007	11/20/2007	30	B		13	EPA 6010
ZINC	UG/L	10/31/2007	11/20/2007	42	B		16	EPA 6010
ANTIMONY	UG/L	10/31/2007	11/20/2007	0.084	B		0.063	EPA 6020
ARSENIC	UG/L	10/31/2007	11/21/2007	4.5			0.018	EPA 6020
CADMIUM	UG/L	10/31/2007	11/20/2007	0.89			0.044	EPA 6020
LEAD	UG/L	10/31/2007	11/20/2007	0.094	B		0.054	EPA 6020
MOLYBDENUM	UG/L	10/31/2007	11/20/2007	4			0.098	EPA 6020
SELENIUM	UG/L	10/31/2007	11/21/2007	0.38			0.028	EPA 6020
THALLIUM	UG/L	10/31/2007	11/20/2007	0.64			0.025	EPA 6020
URANIUM	UG/L	10/31/2007	11/20/2007	33			0.012	EPA 6020
VANADIUM	UG/L	10/31/2007	11/15/2007	0.32	U		0.32	EPA 6020
BROMIDE	MG/L	10/31/2007	11/06/2007	13			4	EPA 9056
CHLORIDE	MG/L	10/31/2007	11/06/2007	3700			40	EPA 9056
SULFATE	MG/L	10/31/2007	11/06/2007	1900			10	EPA 9056

PRELIMINARY RESULTS REPORT**RIN: 07101197****Site: Falls City****Location: 0891****Ticket Number: NFJ 257****Report Date: 1/29/2008**

Parameter	Units	Date Sampled	Date Analyzed	Result	Qualifier(s)	Uncertainty	Detection Limit	Method
GROSS ALPHA	pCi/L	10/31/2007	11/27/2007	12.5	U	8.46	12.7	SOP724R10
GROSS BETA	pCi/L	10/31/2007	11/27/2007	70.9		17.6	20.6	SOP724R10
Ra-228	pCi/L	10/31/2007	12/06/2007	2.43		0.857	0.798	SOP724R10
Ra-226	pCi/L	10/31/2007	11/16/2007	0.362	U	0.427	0.676	SOP783R8

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS
COUNTY OF KARNES

KNOW ALL BY THESE PRESENTS:

That the STATE OF TEXAS, by and through JERRY E. PATTERSON, COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE, on behalf of THE DEPARTMENT OF STATE HEALTH SERVICES, successor in interest to the TEXAS DEPARTMENT OF HEALTH, ("GRANTOR"), whose address is P.O. Box 12873, Austin, Texas 78711-2873, by virtue of the authority set forth in the provisions of Chapters 31 and 32, Texas Natural Resources Code, Annotated, for and in consideration of Three Hundred Thirty Eight Thousand Six Hundred and NO/100 Dollars (\$338,600.00), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is either expressed or implied, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to the ALAMO FUNDING GROUP, INC., a Texas Corporation ("GRANTEE"), whose mailing address is 100 W. Houston Street, Suite 1500, San Antonio, Texas 78205-1424, the following described land in Karnes County, Texas, to-wit:

513.01 acres of land, more or less, out of the DON GASPAR FLORES GRANT, ABSTRACT NO. 1, AND THE SAMUEL A.J. MAY'S SURVEY, ABSTRACT NO 212, Karnes County, Texas, the said 513.01 acre tract being described in Deeds recorded in Volume 616, Page 770, Volume 597, Page 617, and Volume 618, Page 615, all in the Deed Records of Karnes County, Texas, and more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, hereinafter called the "Land".

TO HAVE AND HOLD the above described Land, together with any and all buildings and other improvements now located on said Land and together with all and singular the rights and appurtenances pertaining to such Land, including any right, title or interest of Grantor to adjacent roads, streets, alleys and easements of right of way, if any, unto the GRANTEE, its successors and assigns forever.

This conveyance is made subject to all covenants, conditions, reservations, rights-of-way, easements, and leases, if any, that are valid, in existence, and of record, or visible and apparent upon the ground of the above described Land, together with the "Permitted Exceptions" on Exhibit "B" attached hereto and made a part hereof for all pertinent purposes.

The Grantor hereby reserves any and all oil, gas, and all other minerals, mineral royalty rights that may lie beneath the Land, together with the right to explore and develop said minerals. Notwithstanding the foregoing, Grantor hereby waives its right to use the surface of the Land for the purpose of exploration or development of the reserved oil, gas and other minerals, mineral royalty rights, which shall be by directional drilling or pooling. The GRANTOR also reserves and retains, for the use and benefit of the Permanent School Fund, all rights to groundwater and groundwater leasing, except GRANTEE shall have the right to use groundwater for residential

and domestic purposes only. The GRANTOR hereby waives its right to use the surface of the Land for the purpose of exploration or development of the reserved rights to groundwater and groundwater leasing, which shall be by directional drilling or pooling. Grantor, its successors, and assigns covenant and agree not to use any groundwater underlying the Land conveyed herein for commercial or industrial purposes.

Grantee herein named assumes liability and responsibility for any and all ad valorem taxes which may be assessed for the current year.

This conveyance is further made subject to the following Covenants, Conditions and Restrictions to the Land and running with the Land, to-wit:

The Grantee covenants to hold harmless the Grantor and the Department of Energy for any liability associated with disruption of any public purpose ventures on the property conveyed by this deed, the disruption of any improvement on said property made by the Grantee, its successors and assigns, and any temporary or permanent limitations to the use of the property, should the Grantor and the Department of Energy be required to perform additional surface remedial activities on the property by this deed.

The Grantee covenants (i) to comply with the applicable provisions of the Uranium Mill Tailings Radiation Control Act (UMTRCA), 42 U.S.C. sec. 7901 et seq., as amended; (ii) not to use ground water in near surface aquifers from the site for any purpose, and not to construct wells or any means of exposing ground water to the surface unless prior written approval for such use is given by the Grantor and the U.S. Department of Energy; however, this provision (ii) would not apply to aquifers located below the Dilworth formation; (iii) that any sale or transfer of the property described in this deed shall have prior written approval from the Grantor and the U.S. Department of Energy, and that any deed or other document created for such sale or transfer and any subsequent sale or transfer will include information stating that the property was once used as a uranium milling site and all other information regarding the extent of residual radioactive materials removed from the property as required by Section 104(d) of the UMTRCA, 42 U.S.C. sec. 7914 (d), and as set forth in the annotation attached hereto; (iv) not to perform construction and/or excavation or soil removal of any kind on the property without permission from the Grantor and the U.S. Department of Energy unless prior written approval of construction plans (e.g., facilities type and location), is given by the Grantor and the U.S. Department of Energy; (v) no human habitation structures shall be constructed on the property; and (vi) that its use of the property shall not adversely impact ground water quality, nor interfere in any way with ground water remediation under UMTRCA activities.

Grantee shall provide the Grantor and the U.S. Department of Energy free and unlimited access and egress to the property, which is the subject matter of this sale, in order to perform any necessary monitoring, well sampling, drilling of wells, or any other necessary surface and/or subsurface work as required to implement UMTRCA, 42 U.S.C. sec. 7901, et seq.

These covenants are made in favor and to the benefit of Grantor and the U.S. Department of Energy. They shall run with the land and be binding upon the Grantee and its successors and assigns, and shall be enforceable by the Grantor and its successors and assigns.

THE PROPERTY IS OFFERED FOR SALE "AS IS", WITHOUT WARRANTY, WITH ANY AND ALL LATENT AND PATENT DEFECTS. PURCHASER HAS INSPECTED, OR WILL HAVE INSPECTED AS OF THE DATE OF CLOSING, THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY (INCLUDING THE IMPROVEMENTS LOCATED THEREON, IF

and domestic purposes only. The GRANTOR hereby waives its right to use the surface of the Land for the purpose of exploration or development of the reserved rights to groundwater and groundwater leasing, which shall be by directional drilling or pooling. Grantee, its successors, and assigns covenant and agree not to use any groundwater underlying the Land conveyed herein for commercial or industrial purposes.

Grantee herein named assumes liability and responsibility for any and all ad valorem taxes which may be assessed for the current year.

This conveyance is further made subject to the following Covenants, Conditions and Restrictions to the Land and running with the Land, to-wit:

The Grantee covenants to hold harmless the Grantor and the Department of Energy for any liability associated with disruption of any public purpose ventures on the property conveyed by this deed, the disruption of any improvement on said property made by the Grantee, its successors and assigns, and any temporary or permanent limitations to the use of the property, should the Grantor and the Department of Energy be required to perform additional surface remedial activities on the property by this deed.

The Grantee covenants (i) to comply with the applicable provisions of the Uranium Mill Tailings Radiation Control Act (UMTRCA), 42 U.S.C. sec. 7901 et seq., as amended; (ii) not to use ground water in near surface aquifers from the site for any purpose, and not to construct wells or any means of exposing ground water to the surface unless prior written approval for such use is given by the Grantor and the U.S. Department of Energy; however, this provision (ii) would not apply to aquifers located below the Dilworth formation; (iii) that any sale or transfer of the property described in this deed shall have prior written approval from the Grantor and the U.S. Department of Energy, and that any deed or other document created for such sale or transfer and any subsequent sale or transfer will include information stating that the property was once used as a uranium milling site and all other information regarding the extent of residual radioactive materials removed from the property as required by Section 104(d) of the UMTRCA, 42 U.S.C. sec. 7914 (d), and as set forth in the annotation attached hereto; (iv) not to perform construction and/or excavation or soil removal of any kind on the property without permission from the Grantor and the U.S. Department of Energy unless prior written approval of construction plans (e.g., facilities type and location), is given by the Grantor and the U.S. Department of Energy; (v) no human habitation structures shall be constructed on the property; and (vi) that its use of the property shall not adversely impact ground water quality, nor interfere in any way with ground water remediation under UMTRCA activities.

Grantee shall provide the Grantor and the U.S. Department of Energy free and unlimited ingress and egress to the property, which is the subject matter of this sale, in order to perform any necessary monitoring, well sampling, drilling of wells, or any other necessary surface and/or subsurface work as required to implement UMTRCA, 42 U.S.C. sec. 7901, et seq.

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FIELD NOTES FOR 513.01 ACRES OF LAND

BEING 513.01 acres of land of which approximately 55.72 acres are out of the Don Gaspar Flores Grant, A-1 and approximately 457.29 acres are out of the Samuel A. J. Mays Survey, A-212, Karnes County, Texas; being all of the land described in a conveyance to the Texas Department of Health by Warranty Deed of record in Volume 616, Page 770, Karnes County Deed Records; parts or portions of the land described in conveyances to the Texas Department of Health by Warranty Deed of record in Volume 597, Page 617 and Volume 618, Page 615, Deed Records of Karnes County, Texas and being more particularly described as follows:

BEGINNING at a found steel pin on the southeast right-of-way line of a private road for the north corner of the Concord Oil Company land described in Volume 532, Page 563, Karnes County Deed Records; the west corner of the Texas Department of Health land and of this tract.

THENCE; North 50° 37' 09" East, with said right-of-way line of the private road and northwest line of the Texas Department of Health land, 2728.19 feet to a set ½ inch rebar for the westerly north corner of this tract.

THENCE; South 39° 05' 17" East, into the Texas Department of Health land, along existing fence, 3422.04 feet to a set ½ inch rebar for an interior corner of this tract.

THENCE; North 51° 12' 40" East, continuing along existing fence, 2972.12 feet to a set ½ inch rebar for the easterly north corner of this tract on the southwest right-of-way line of F.M. Highway No. 1344.

THENCE; South 39° 13' 03" East, with said highway right-of-way line, 282.56 feet to a found steel pin for an easterly corner of this tract and north corner of the Bruce and Nora Tilley land described in Volume 635, Page 615, Karnes County Deed Records.

THENCE; South 50° 23' 07" West, with the common line of the Tilley land and of this tract, 186.10 feet to a found steel pin for a common corner.

THENCE; South 39° 06' 17" East, continuing with last said common line, 416.57 feet to a found steel pin for a common corner.

THENCE; North 50° 37' 57" East, continuing with last said common line, 186.74 feet to a found steel pin for a common corner on the southwest right-of-way line of F.M. Highway No. 1344.

THENCE; South 39° 10' 31" East, with said highway right-of-way line, 1597.33 feet to a found steel pin for the lower east corner of this tract and north corner of the Teresa Jane Lowak land described in Volume 492, Page 212, Deed Records of Karnes County, Texas.


THENCE; South 51° 04' 24" West, with the common line of the Lowak land and of this tract, generally along fence, 5700.34 feet to a found steel pin for the west corner of the Lowak land and south corner of this tract on the northeast line of the aforementioned Concord Oil Company land.

THENCE; North 39° 07' 24" West, with the common line of the Concord Oil Company land and of this tract, generally along fence, 2303.05 feet to a found steel pin for an angle point.

THENCE: North 39° 07' 51" West, continuing with last said common line, generally along fence, 3401.76 feet to the POINT OF BEGINNING containing 513.01 acres of land.

THE basis of the bearing system is WGS '84.

POLLOK & SONS SURVEYING, INC.


Norman L. Pollok, R.P.L.S. No. 4031
June 21, 2005
Ref: TX. Dept. of Health
07200501

