UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

OFFICE OF THE
GENERAL COUNSEL

DOCKETED
USNRC

'99 SEP 29 P4:14

OFFICE OF SECRETARY
RULEMAKINGS AND
ADJUDICATIONS STAFF

September 29, 1999

Administrative Judge
Thomas S. Moore
Presiding Officer
Atomic Safety and Licensing Board
Mail Stop: T-3F23
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Administrative Judge
Frederick J. Shon
Special Assistant
Atomic Safety and Licensing Board
Mail Stop T-3F23
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

In the Matter of
ATLAS CORPORATION
Moab, Utah
Docket No. 40-3453-MLA-3

Dear Administrative Judges:

Enclosed for you information is a copy of a letter from the Staff to Dames & Moore, notifying them that they have been chosen to become the Trustee for the Atlas Corporation's uranium mill site at Moab, Utah. Also enclosed is a copy of the Trust Agreement that the Staff expects will be finalized between the Atlas Corporation and Dames & Moore.

Sincerely,

Lisa Clark

Lisa B. Clark
Counsel for NRC Staff

Enclosure: As stated

cc w/encls:
Anthony J. Thompson, Esq.
Cullen Battle, Esq.
Marie A. Kirk, Esq.
Gabrielle Siegel, Esq.
Richard Blubaugh

Adjudicatory File (2)
Atomic Safety and Licensing Board Panel
Office of Commission Appellate
Adjudication
Office of the Secretary (2)

20860

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

September 27, 1999

Mr. Thomas Farrell
Vice President, General Manager
DOE - East
Dames & Moore
1 Blue Hill Plaza, Suite 530
Pearl River, NY 10965

Dear Mr. Farrell:

This is to inform you that the U.S Nuclear Regulatory Commission (NRC), with the concurrence of the State of Utah, has chosen Dames & Moore to become theTrustee for the Atlas Corporation's uranium mill site near Moab, Utah. The Trust is being created to administer the oversight, reclamation, and cleanup of the Atlas site. The creation of the Trust, however, is contingent upon approval by the United States Bankruptcy Court for the District of Colorado. NRC's decision to choose Dames & Moore is based primarily on your submittal of July 9, 1999. and representations made therein.

We are enclosing a copy of the Trust Agreement which has been modified slightly to accommodate some concerns raised by the State of Utah as the other beneficiary of the Agreement. We do not envision any further modifications to this document. We will contact you to finalize arrangements in the near future. In the interim, if you have any questions, please contact me or Myron Fliegel, the NRC project manager for the Atlas site. I can be reached at (301) 415-7238 and Dr. Fliegel at (301) 415-6629.

Sincerely,

John J. Surmeier, Chief
Uranium Recovery and
Low-Level Waste Branch
Division of Waste Management
Office of Nuclear Material Safety
and Safeguards

Encl: Trust Agreement

cc. Edward Jennrich, D&M
William Sinclair, State of Utah

MOAB MILL RECLAMATION
TRUST FUND AGREEMENT

THIS MOAB MILL RECLAMATION TRUST AGREEMENT (the "Moab Reclamation Trust"), made this _____ day of _____, 1999, is entered into by and between Atlas Corporation (hereinafter referred to as "Atlas"), a Delaware corporation, as Trustor, and Dames & Moore, Trustee, for the benefit of the United States, on behalf of the U.S. Nuclear Regulatory Commission (NRC), and the State of Utah.

RECITALS

1. Atlas currently holds title to the Moab Mill Site, located in Grand County, Utah, on the northwest shore of the Colorado River, at the southern terminus of the Moab Canyon. The site is surrounded on the north and west sides by high sandstone cliffs; to the north and east is Moab Wash; to the east and south is the flood plain of the Colorado River; and, across the River, is Moab Marsh. The Moab Mill Site is currently subject to the requirements set forth in NRC Source Materials License No. SUA-917 (License). Decommissioning of the mill began in 1988.

2. On May 28, 1999, the NRC issued an Amendment to the License, which approves a final reclamation plan for the Moab Site. The Amendment includes license conditions to satisfy reasonable and prudent alternatives (RPAs) and reasonable and prudent measures (RPMs) outlined in the U.S. Fish and Wildlife Service final biological opinion (FBO) dated July 29, 1998, as required under the Endangered Species Act, 16 U.S.C. 1531 et. seq..

3. On September 22, 1998, Atlas filed a petition for relief under Chapter 11 of the Bankruptcy Code and since that date has been operating as a Debtor in Possession. The NRC has filed a claim in bankruptcy for estimated costs associated with further reclamation of the Moab Mill Site. The State filed a claim in bankruptcy for natural resource damage to the surface water and groundwater. In order to satisfy claims in bankruptcy arising from the Moab Mill Site, Atlas has entered into an agreement, "Moab Uranium Millsite Transfer Agreement" (hereinafter referred to as "Settlement Agreement"), with the NRC, the State of Utah, ACSTAR, and the Official Unsecured Creditors Committee. Pursuant to the Settlement Agreement, Atlas agrees to transfer the Moab Mill Site, along with other real and personal property and certain identifiable funds pursuant to the Settlement, to the Moab Reclamation Trust.

4. The Trustor intends that this Moab Reclamation Trust shall create a "qualified settlement fund" within the meaning of Section 1.468B of the Treasury Regulations.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements provided herein, the Trustee and the Trustor agree as follows:

ARTICLE I

DEFINITIONS

Certain capitalized terms, which are not elsewhere defined herein, shall have the following meaning in the Moab Mill Reclamation Trust:

1.01 Capitalized Terms. For all purposes of this Trust, the following terms shall have the meanings set forth below:

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any future codification of the federal revenue laws.

"Court" shall mean the Bankruptcy Court for the District of Colorado (or if no federal court has jurisdiction over the matter, a state or other court of competent jurisdiction).

"Atlas Corporation" or "Atlas" shall mean, for purposes of this Trust Agreement only, Atlas Corporation and its divisions, subsidiaries, affiliates, and successors (including any reorganized company under the Plan of Reorganization), and their respective directors, officers, employees, agents, and attorneys.

"Owner" shall mean the Trustee in his or her capacity as Trustee.

"Licensee" shall mean the Trustee, who will oversee the reclamation activities and be responsible for monitoring the Moab Mill Site pursuant to NRC Materials License No. SUA-917, the License Transfer Order, and this Trust Agreement.

"License" shall mean NRC Source Materials License No. SUA-917, originally issued by the Atomic Energy Commission to the Uranium Reduction Company in 1955 and modified, acquired by Atlas Corporation in 1962, attached as Exhibit A.

"Moab Mill Site" shall mean all that certain tract of land in Grand County, Utah, more fully described in Exhibit B, attached hereto and made a part hereof.

"Settlement Agreement" shall mean the "Moab Uranium Millsite Transfer Agreement" submitted to the court for approval on April 29, 1999, in In Re Atlas Corporation, Case Number 98-2331-DEC, (U.S. Bankruptcy Court, District of Colorado).

"License Transfer Order" shall mean the order issued by the NRC that transfers the License No. SUA-917 for Reclamation of Atlas Corporation Moab Mill, Utah, site.

"Trust" shall mean the Moab Mill Reclamation Trust.

"Agreement" shall mean this agreement establishing the Moab Mill

"Trust Estate" shall mean all right, title and interest of the Trustee in and to any and all real or personal property held by the Trustee pursuant to this Trust, including without limitation the Moab Mill Site, Atlas' rights to water at the Moab land (listed as 6.3cfs from the Colorado River, Grand County, Utah, Water Right No. 01-40, Application 30032, Certificate 60111), and any and all notes, securities, cash, funds and/or other liquid assets or real property transferred to the Trustee by Atlas Corporation pursuant to the terms of the Settlement Agreement, or by any other person or entity, including without limitation any income or profits derived therefrom.

"Trust Fund" shall mean the Trust Estate (together with the income and/or interest therefrom) exclusive of real property, water rights and other interests in real property.

"Trust Real Property" shall mean the interest in real property transferred from Atlas to the Trustee, consisting of approximately 430 acres, located in Grand County, Utah, along with all buildings, structures, improvements, appurtenances, fixtures and easements transferred to the Trust pursuant to the Settlement Agreement.

"Title X Funds" shall mean funds reimbursed from the Department of Energy pursuant to Title X of the Energy Policy Act of 1992.

"State" shall mean the State of Utah.

1.02 Incorporation of Certain Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Settlement Agreement.

ARTICLE II
NAME AND PURPOSE OF TRUST

2.01 Name. This Trust shall be known as the "Moab Mill Reclamation Trust."

2.02 Beneficiary. The Trust's receipt, holding and management of the Trust Estate shall be exclusively for the benefit and protection of the United States on behalf of the NRC, and the State, which shall be the sole beneficiaries of this Trust.

2.03 Trust Purposes.

(a) This Trust relates to the Moab Mill Site in Grand County, Utah. The purpose of this Trust is to permit final site closure and license termination consistent with Section 83 of the Atomic Energy Act (AEA) as amended 42 U.S.C. § 2113 and NRC regulations at 10 CFR Parts 20 and Part 40, including Appendix A, in anticipation of Atlas' inability to comply with these statutory and regulatory requirements. The purpose of this Trust is also to permit Atlas to

re[illegible] the NRC's and the State's claims submitted in the bankruptcy proceeding for costs associated with reclamation of the Moab Mill Site pursuant to these requirements.

(b) This Trust is created and shall be operated exclusively to protect public health and safety and the environment and to carry out reclamation of the Moab Mill Site pursuant to the License, License Transfer Order and this Trust Agreement. In carrying out these purposes, the Trust shall comply with all Federal, State and local laws applicable to any entity operating within the State.

(c) Nothing in this Trust Agreement shall derogate from the NRC's or State's authority to have access to and take responsive action with regard to the Moab Mill Site as specified in the Settlement Agreement or as otherwise provided by law.

ARTICLE III
DUTIES OF THE TRUSTEE

3.01 Trust Estate. The Trustee shall establish and administer the Trust Estate for the purposes set forth herein and as required by this Agreement.

3.02 Duties of the Trustee. The Trustee shall:

(a) receive and hold title to the Trust Real Property;

(b) implement the reclamation plan as contained in the License and License Transfer Order, pursuant to the following terms:

(1) Before undertaking any reclamation activity, the Trustee shall notify the NRC and the State of its intention to engage in such activity and provide an estimate of funds needed to perform the activity.

(2) The Trustee shall notify NRC and the State by certified registered mail no later than 180 days prior to the anticipated date that all contractual and other projected obligations will have reasonably exhausted the Trust Fund.

(3) When the Trust Fund is depleted the Trustee shall terminate all activities pending further order of the NRC pertaining to termination of the Trust and License and disposition of the Moab Mill Site pursuant to Section 83 of the AEA, 42 U.S.C. § 2113.

(c) to the extent deemed prudent by the Trustee, employ reasonable measures to control access to and prevent unauthorized entry upon, use of, or damage to the Trust Real Property;

(d) to the extent deemed prudent by the Trustee, insure the Trust Real Property against loss due to casualty or third party liability;

...ve a... ...ain... ...sets ... Tr... state d...ribute... Atlas ...rsuant to Section 5C of the Settlement Agreement, and use all reasonable efforts to secure all reimbursements of Title X Funds from the Department of Energy to which it is legally entitled, in accordance with the Settlement Agreement and the License Transfer Order.

(f) make distributions of monies in the Trust Fund as permitted under the Settlement Agreement, License Transfer Order, and this Agreement;

(g) consistent with the terms of the License, License Transfer Order and this Trust Agreement, enter into contracts for services with contractor(s) for the purpose of achieving final site closure, including but not limited to services pertaining to technical studies, regulatory analyses and submissions, reclamation activities, maintenance activities, and/or monitoring of the Moab Mill Site;

(h) invest and reinvest the assets of the Trust Fund pursuant to Article V of this Trust Agreement;

(i) comply with all relevant provisions of the Settlement Agreement and License Transfer Order,

(j) endeavor to use Trust Funds in the most efficient way possible. To that end, whenever it is feasible, the Trustee shall develop plans that will satisfy both NRC and State requirements to avoid waste and duplication of effort; and,

(k) engage in reclamation activities in order to achieve compliance with Federal and State requirements. Consistent with the terms and priorities of the License in license condition 41, the Trustee shall prepare and submit a revised groundwater corrective action program that addresses NRC and State requirements. The Trustee shall begin any groundwater corrective action activities that the NRC determines are needed to protect public health and safety and to fulfill the reasonable and prudent alternatives and the reasonable and prudent measures found in the U.S. Fish and Wildlife Service's final biological opinion. To the extent that Trust Funds are available after completion of surface reclamation and the above groundwater corrective action activities, the Trustee shall implement the remaining portions of the groundwater corrective action program.

ARTICLE IV
TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers conferred by law or specified elsewhere herein and the general powers of the office, and without leave of court, the following powers, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust and in the sole discretion of the Trustee unless otherwise specified:

Reclamation of Moab Mill Site. Pursuant to the License Transfer Order, the Trustee is the licensee of the Moab Mill Site for the purposes of performing reclamation at said site. The Trustee has all powers necessary to carry out the terms of the License and the License Transfer Order, including the acceptance of any cash or property to be received from the Department of Energy for claims arising pursuant to Title X of the Energy Policy Act of 1992, and the acceptance of any cash or property from the sale of the Moab Mill Site water rights or uncontaminated or decontaminated portions of the Moab Mill Site, or funds or property from other sources provided without restrictions.

4.02 Payment of Expenses of Administration. To incur and cause to be paid any and all charges, taxes and expenses upon or connected with this Trust in the discharge of its fiduciary obligations.

4.03 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligations, secured or unsecured, payable to, or by this Trust, for as long a period or periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, abandon, contest and arbitrate monetary claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as it deems advisable. Responsibility for the satisfaction of any judgments against the Trust resulting from conditions at or relating to the Trust Real Property which stem from the conduct of any former owner, tenant or licensee of the Trust Real Property shall rest solely with the Trust.

4.04 Additional Powers. The Trustee shall have the following powers which may be exercised without court approval:

(a) To execute and deliver all appropriate instruments;

(b) To sell at public or private sale, to exchange or otherwise dispose of any property, real or personal, for such consideration, in cash or on credit, with or without security and upon such other terms and conditions as the Trustee shall deem appropriate, without application to any court.

(c) To record in the appropriate registry any instrument, including any certificate acknowledged by the Trustee as to any fact concerning the Trust Real Property; and any person without actual knowledge to the contrary may rely conclusively on the genuineness of any such instrument and on the correctness of any such certificate;

(d) To make, execute, or acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the powers herein granted;

(e) To register any securities held in the Trust Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine

certificates representing such securities with certificates of the same issued hereunder to the Trustee in other fiduciary capacities or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show all such securities are part of the Trust Fund;

(f) To deposit any cash in the Trust Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(g) To compromise or otherwise adjust all claims in favor or against the Trust Estate and to participate in administrative proceedings and other litigation affecting the interests of the Trust, except that NRC Staff shall, to the extent permitted by law and regulation, participate in any lawsuits, requests for hearings or other proceedings challenging the issuance or implementation of the License or License Transfer Order.

4.05 Powers of Trustee to Continue. The Trustee may exercise any of such powers until such time as the Trust is terminated in accordance with Article IX of this Trust Agreement.

4.06 Persons Dealing with Trust. No person dealing with this Trust shall be required to see to the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with. Every instrument executed or, action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that this Trust was in full force and effect when the instrument was delivered or the action was taken; that such person or entity was the Trustee; and that such instrument or action was valid and legally binding.

4.07 Reliance of Purchasers and Others. Every agreement, deed, or other instrument or document executed or action taken by the Trustee or any successor or additional Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without inquiry on a certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

ESTABLISHMENT OF TRUST FUND

5.01 Establishment of Trust Fund. The Trust Fund shall be established upon receipt of assets by the Trust from Atlas pursuant to the Settlement Agreement.

5.02 Disbursements from the Trust Fund.

Disbursements from the Trust Fund are authorized:

(a) for payment on a monthly basis of compensation to the Trustee as provided in Article VII of this Trust Agreement;

(b) to make any tax payment required by law;

(c) for administration of the Trust, including those activities required under the License, any amendments thereto, and the License Transfer Order, and to comply with all Federal, State and local laws applicable to any entity operating within the State;

(d) for the purchase of comprehensive general liability insurance or other insurance naming the Trust as the sole beneficiary and of insurance covering the Trustee in his or her personal capacity for liability arising with respect to the Trust other than for gross negligence or breach of fiduciary duty on the part of the Trustee;

(e) for payment of reasonable attorneys fees in the event that the Trustee is required to seek legal advice in order to implement the terms of this Trust, the Settlement Agreement or the License Transfer Order;

(f) for payment of attorneys fees or other litigation expenses and costs of the Trustee in the event that the Trustee is sued in his or her personal capacity with regard to the Moab Mill Site or this Trust, but only to the extent that an existing insurance policy does not otherwise provide for payment or reimbursement of such fees, expenses or costs;

(g) to employ attorneys, custodians, engineers, clerks, and other necessary agents or employees (including any firm or entity in which the Trustee may have an interest), as are reasonable in view of the scope and purposes of this Trust; and

(h) for any other purpose requested by the Trustee and expressly approved in writing by the NRC and the State.

5.03 Preservation of Principal. Notwithstanding any other provision in this Agreement, until disbursement the assets of the Trust Fund shall at all times be held, managed and [illegible] in a manner designed to preserve the principal of the Trust Fund. To this end, the assets of the Trust Fund shall be invested in the following investments:

(a) United States government obligations, whether invested in directly, or in the form of securities of, or other interests in, any open-end or closed-end investment company registered under the provisions of the Federal Investment Company Act of 1940, 15 U.S.C. § 80a-1 *et seq.*, if (i) the portfolio of the open-end or closed-end investment company is limited to direct obligations of the United States government and to repurchase agreements fully collateralized by United States government obligations, and (ii) the open-end or closed-end investment company takes delivery of that collateral, either directly or through an authorized custodian.

(b) Shares, share-free accounts, certificates of deposit, or investment certificates of any insured financial institution, *i.e.*, any bank, trust company, savings institution, or credit union chartered and supervised under state or federal law.

The application of any "prudent person" or "prudent investor" rule, and any duty to diversify, are hereby expressly waived to the extent inconsistent with Section 5.03.

ARTICLE VI
REPORT OF ACTIVITIES AND FILING OF TAX RETURNS

6.01 Bi-Annual Report. By January 15 and July 15 of each year, the Trustee shall render a written report to the NRC and the State of his or her activities for the prior six months. The report shall include a detailed itemization of all expenses paid in the prior six months, as well as a detailed report of the Trustee's activities with respect to the Trust Estate.

6.02 Reclamation Report. Upon reasonable request of either the NRC or the State, the Trustee shall render oral and or written reports detailing the status of reclamation of the Moab Mill Site and the implementation of the License Transfer Order.

6.03 Copies of Reports. The Trustee shall provide copies of the bi-annual report to any person or entity who requests it in writing. The Trustee shall be entitled to recover from any such persons or entities (other than the NRC, the State, or Atlas, or its successors or assigns) the cost of providing copies of such reports, and the Trustee shall have no obligation to deliver such copies until such person or entity has reimbursed the Trustee for such costs.

6.04 Right to Compel Accounting. The NRC and the State, in their joint discretion, shall have the power to compel an accounting of the Trustee for the performance of the Trust.

...5 ... Trust ... ends ... be construed ... grantor trust ... taxable entity to the extent any tax may be payable on income of the ... Atlas further ... for the Trust to be taxed as a qualified settlement fund under Section 468B of the Code and the regulations promulgated thereunder. Atlas recognizes that the United States has taken no position as to whether this trust is a qualified settlement fund. Notwithstanding the foregoing, the Trustee shall pay to Atlas an amount equal to any federal, state or local income taxes imposed on Atlas with respect to gains realized by or income of this Trust, and the Trustee shall make such payments to Atlas in ample time for Atlas to pay such additional taxes.

6.06 The Trustee shall file all necessary federal and state tax returns relating to gains and income earned in connection with trust assets, and shall file such information as is required pursuant to applicable Treasury Regulations.

ARTICLE VII
CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon him or her but only upon and subject to the following express terms and conditions:

7.01 Limitation of Liability. The Trustee's liability shall be limited pursuant to Article X of this Trust Agreement.

7.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Trust upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by the Trustee to be genuine and to have been signed or sent by the proper person or persons.

7.03 Right to Demand Documentation. Notwithstanding anything else in this Trust, in the administration of the Trust, the Trustee shall have the right to demand before disbursing any cash or in respect of any action whatsoever within the purview of this Trust, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms hereof which the Trustee reasonably believes to be necessary or desirable.

7.04 Trustee's Compensation. The Trustee shall receive reasonable compensation for his or her services hereunder from the Trust Fund as agreed in writing between the Trustee, the NRC and the State.

ARTICLE VIII
SUCCESSOR TRUSTEES

8.01 Resignation of Trustee. Any Trustee may resign by giving not less than 120 days written notice to the NRC and the State and such resignation shall take effect upon the

ointment of a successor Trustee. If any individual Trustee becomes mentally or physically unable to serve, a certificate so stating from such Trustee's then attending physician submitted to the NRC and the State shall constitute such Trustee's resignation. If any Trustee shall be dissolved or in the course of dissolution or liquidation, or otherwise unable to continue to act as Trustee, as finally determined by the NRC and the State, a certificate so stating from the NRC and the State shall constitute such Trustee's resignation. The Trustee's resignation shall be recorded with the Registry immediately prior to the recording of the successor Trustee's acceptance or upon the effective date of resignation, whichever is earlier.

8.02 Appointment of Successor Trustee. If the Trustee or any successor Trustee ceases to serve as Trustee, a successor Trustee may be appointed by the NRC and the State, pursuant to the procedures for the selection of a Trustee set forth in the Settlement Agreement, by an instrument in writing, signed by the NRC and the State, and delivered to the successor Trustee. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within sixty days after a vacancy shall have occurred, any interested person and or any retiring Trustee may apply to the Court for the appointment of a successor Trustee, and the Court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee. Each successor Trustee shall qualify upon written acceptance attached hereto and recorded with the Registry and thereafter shall have the same powers, immunities and discretions as the original Trustee.

8.03 Transfer to Successor Trustee. Upon any successor Trustee's qualification, as provided in Article 8.02, such successor Trustee, without any further act, deed, or conveyancer shall become fully vested with all the estates, rights, powers, trusts, duties and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor; and every predecessor Trustee shall deliver all property of any kind held in trust by it to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary and legally accrued fees, advances and expenses of any such predecessor Trustee shall be paid in full.

8.04 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor Trustee may be merged or converted, or with which the Trustee or any successor Trustee may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor Trustee shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

8.05 Performance of Trustee's Duties During Vacancy. If for any reason the Trustee's position should become vacant, the duties of the Trustee hereunder shall be carried out by an entity approved by the NRC, for a period not to exceed 180 days, pending the appointment of a

...ees ... Truste... the termination of the Trust, but the NRC and the State shall not during this ...loc... ...em... ...e th... ...ustee

8.06 Termination of Trustee by NRC and State. The NRC and the State may jointly terminate the Trustee at any time upon 21 days written notice. The Trustee will be paid all reasonable costs and fees incurred in the conclusion of its activities as a Trustee.

ARTICLE IX
DISTRIBUTION OF TRUST PROPERTY AND TERMINATION OF TRUST

9.01 Transfer of the Trust Real Property. The Trustee may, at any time and with the approval of the NRC in writing, transfer exclusively for public purposes all or any portion of the Trust Real Property or water rights, provided that the transferee agrees in writing to accept the transfer.

9.02 Termination of Trust. This Trust shall terminate under either of the following conditions:

(a) This Trust and the Trust Fund shall terminate upon the earlier of: (i) the date that is twenty-one (21) years after the date of the death of the last to die of a class consisting of the descendants of the members of the Utah State Legislature who served at any point during the Legislature's 1999 General Session who shall be living on the date this Trust is executed or (ii) the transfer of all of the Trust Real Property and water rights pursuant to Article 9.01 above and the Trustee's having complied with all of the relevant provisions of the Settlement Agreement, subject to the approval of the NRC and the State (which approval shall not be unreasonably withheld). Any balance of the Trust Estate, less final trust administration expenses, shall be distributed to a trust approved by the NRC and the State for use as the NRC and the State shall direct; or

(b) In the event that the Trust Real Property is not transferred and the Trust Fund has been exhausted, the Trust shall terminate.

ARTICLE X
LIABILITY TO THE TRUSTEE

10.01 No Liability. Notwithstanding anything else appearing herein, neither the United States, the State, nor Atlas shall be liable to the Trust, the Trustee, or any person claiming to be a beneficiary of this Trust, for any damages or other payments whatsoever arising out of matters related to the Trust or the Trust Estate (including without limitation the Trust Real Property), and the Trustee shall not have the power to sue the United States, the State, or Atlas in any forum except for the purpose of enforcing the terms of this Trust Agreement or the Settlement Agreement.

ersonal Liability. The Trustee shall not be personally liable pursuant to this Trust Agreement except for gross negligence or willful acts or omissions in relation to the Trustee's duties hereunder.

10.03 Limitation on Financial Liability. No provision of this Trust shall require the Trustee to expend or risk his or her own individual funds or otherwise incur any financial liability in the performance of any of the duties of the Trustee hereunder, or in the exercise of any of the Trustee's rights or powers, nor to take any action pursuant to this trust, which in the reasonable judgment of the Trustee may conflict with any rule of law or with the terms of this Trust or with the terms of the Settlement Agreement or License Transfer Order and License.

ARTICLE XI
MISCELLANEOUS

11.01 Particular Words. Any word contained in the text of this Trust shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, trust, company or corporation.

11.02 Severability of Provisions. If any provision of this Trust or its application to any person or entity or in any circumstances shall be held to be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Trust shall not be affected by such invalidity or unenforceability.

11.03 Governing Jurisdiction. This Trust shall be under the continuing jurisdiction of the United States Bankruptcy Court for the District of Colorado. Subject to the provisions of the Settlement Agreement, the validity, interpretation and performance of this Trust shall be governed by the laws of the State of Colorado, except that with regard to real property, water rights and other interests in real property that are located in the State of Utah, the validity, interpretation and performance of the Trust shall be governed by the laws of the State of Utah.

11.04 Modification. Atlas intends this Trust Agreement to be irrevocable; provided, however, that the Trustee may modify this Trust Agreement with the written approval of the NRC and the State, to the extent necessary (i) to comply with the provisions of 468B of the Code and the regulations thereunder, and (ii) to fulfill the purposes of this Trust as set forth in Article II.

11.05 Construction of Terms. In the event of any ambiguity or contradiction in the terms of this Trust, such terms shall be construed so as to conform to the provisions of the Settlement Agreement, where applicable, and so as to fulfill the purposes of this Trust.

ARTICLE XII
EFFECTIVENESS

12.01 Effectiveness. This Agreement shall not be deemed effective unless and until the United States Bankruptcy Court for the District of Colorado approves the Settlement Agreement. The effective date of this Trust Agreement shall be consistent with the effective date provisions of the Settlement Agreement.

IN WITNESS WHEREOF, Atlas Corporation, by its duly authorized officer, hereby sets its hand and seal as Trustor and Dames & Moore, by its duly authorized officer, hereby sets its hand and seal as Trustee.

ATLAS CORPORATION
By: _____ (Print Name and Title)

_____

Date: _____

TRUSTEE
By: _____ (Print Name and Title)

_____

Date: _____