

energy fuels nuclear, inc.

executive offices • suite 900 • three park central • 1515 arapahoe • denver, colorado 80202 • (303) 623-8317

February 26, 1980

Dan Gillen U.S. Nuclear Regulatory Commission 7915 Eastern Avenue Silver Spring, Maryland 20910

Re: Source Material License No. SUA-1358 Docket No. 040-08681

Dear Mr. Gillen:

Enclosed is documentation that Energy Fuels Nuclear, Inc. has acquired ownership of the two parcels of land discussed with you by telephone on February 26, 1980. These parcels are NE 1/4 Section 32 and NE 1/4 NW 1/4 Section 33, T37S, R22E.

Sincerely,

C. E. Baker, Environmental Licensing & Safety Director

CEB/jf

Encs.

cc: GEG

FEE EXEMPT

15699

8008280125

Received WMIR FEB 29 1980

WARRANTY DEED

JESSE M. GROVER . 'AFTON H. GROVER, husband and wife, GRANTORS, of B' inding, Sa. Juan County, State of Utah, hereby convey and warrant to ENERGY FUELS, LTD., a Colorado Limited Partnership duly authorized to do business in the State of Utah, GRANTEE, of Three Park Central, Suite 445, City and County of Denver, State of Colorado 30202, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration the following described tract of land situated in San Juan County, State of Utah, to-wit:

Township 37 South, Range 22 East, SLM

•Section 33: NE%NW%

Containing 40 acres.

EXCEPTING, however, and RESERVING unto the GRANTORS, all of the oil, gas and other minerals in and under the above described tract of land, provided, however, that GRANTEES shall have the right of first refusal with respect to the interest in the oil, gas and other minerals in and under said land reserved by GRANTORS herein as follows:

In the event GRANTORS shall receive a bona fide offer for the lease or sale of said interest in the oil, gas and other minerals from a third person, they will submit that offer in writing to GRANTEE and GRANTEE shall have a period of twenty (20) days from the receipt of said offer to accept the same in writing. If said offer is accepted by GRANTEE, GRANTORS will lease or sell said interest in the oil, gas and other minerals to GRANTEE on the terms contained in the offer. If GRANTEE does not accept that offer within said twenty-day period, GRANTORS shall be free to lease or sell said interest in the oil, gas and other minerals to the third party under the terms of the offer. Nothing herein shall be construed to restrict the passage of the interest in the oil, gas and other minerals by inheritance or gift from GRANTORS, provided that the person inheriting said interest in the oil, gas and other minerals, or taking the same by gift, shall be subject to the right of first refusal in favor of the GRANTEE contained herein.

Also, excepting the following:

 All rights of way of every kind and nature established over and across said land.

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All interest in the oil, gas and other minerals in and under said land and the rights of ingress and egress to prospect for, mine, develop and remove the same which have been reserved of record by prior owners of said land.

WITNESS the hands of said GRANTORS this 16th day of December, 1976.

Jesse M. Grover

Afton H. Grover

STATE OF UTAH

County of San Juan)

on this 187-day of August 1972, personally appeared before me Jesse M. Grover and Afton H. Grover, the signers of the foregoing instrument, each of whom duly acknowledged to me that they executed the same.

Notary Public

Residing at Moutant 166

pion Expires:

1-14-7 Fotry No. 113-412511 Recorded 419.36 M. Book 572 Page 3/3

FEE PAID

ARVILLA E. WARREN

Recorder, San Juan County, Utah

SOUTH EASTERN UTAH TITLE COMPANY ONDER NO. 10136-5)

WARRANTY DEED

J. MERLIN GROVER and LOU ANN GROVER, husband and wife, of Blanding, San Juan County, State of Utah, 84511, GRANTORS, hereby convey and warrant to ENERGY FUELS, LTD., a Colorado limited partnership duly authorized to do business in the State of Utah, having its principal place of business at Three Park Central, Suite 445, City and County of Denver, State of Colorado 80202, GRANTEES, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tracts of land situated in San Juan County, State of Utah, to-wit:

Township 37 South, Range 22 East, SLM

Section 32: NE's

EXCEPTING, however, the following:

- A. Roll-back taxes under green belt amendment (Section 59-5-91, Utah Code Annotated, 1953, as amended), which may be imposed upon the above described tract of land if the same is not used for the agricultural purposes set forth in the application on file in the Office of the Recorder of San Juan County, State of Utah (hereinafter referred to as RECORDER'S OFFICE).
- B. All coal and other minerals and the right of the State of Utah and persons authorized by it to prospect for, mine and remove the same as reserved in the Patents recorded in RECORDER'S OFFICE, in Book 558 at pages 602 and 603.
- C. All rights of way of every kind and nature established over and across said land.

GRANTORS reserve the right of first refusal in the event GRANTEE decides to sell the above land covered by this Warranty Deed as follows: In the event GRANTEE receives an offer from a third party for the purchase of said land which it desires to accept, it will first offer in writing to sell said land to GRANTORS on the identical terms contained in the offer received from the third party. GRANTORS shall have a period of forty-five (45) days from the date of receipt of said offer to accept the same. If said offer is not accepted by GRANTORS within said forty-five (45) day period, GRANTEE shall be

the third street when the house the street will be proported that

Page 2

free to sell said land to the third party on the terms of the offer submitted by the third party.

WITNESS the hands of said GRANTORS this 15th day of November, 1977.

Lou Ann Grover

STATE OF UTAH) : ss.
County of San Juan)

On this 15th day of November, 1977, personally appeared before me J. Merlin Grover and Lou Ann Grover, the signers of the foregoing instrument, each of whom duly acknowledged to me that they executed the same.

y Commission Expires:

£ 1980