



**Department of Energy**  
Albuquerque Operations Office  
P. O. Box 5400  
Albuquerque, New Mexico 87185-5400

October 29, 1999

Mr. John Surmeier, Chief  
Uranium Recovery and Low-Level  
Waste Branch  
Division of Waste Management  
Office of Nuclear Materials Safety & Safeguards  
Mail Stop T7J9  
U.S. Nuclear Regulatory Commission  
Washington, DC 20555-0001

Dear Mr. Surmeier:

The Office of Chief Counsel, Department of Energy (DOE), and the legal counsel for the State of Colorado have made the two revisions to the land transfer deeds requested in the Nuclear Regulatory Commission's (NRC) letter dated September 14, 1999. The deeds for the Durango, Gunnison, and Rifle, Colorado processing sites were forwarded to Daniel Gillen, NRC, by e-mail on October 25, 1999, for an initial review prior to the formal transmittal of the deeds. The e-mail received from Elaine Brummett, NRC, indicated that the deeds adequately addressed the two NRC's issues. The three deeds are enclosed. Since Colorado desires an immediate transfer of the sites, a timely NRC final review and written acceptance would be greatly appreciated.

The DOE anticipates using these deeds as samples for the transfer and sale of other UMTRA processing sites. The request for transfer or sale and the deed will be transmitted to the NRC for review and written approval.

If you have any questions, please contact me at (505) 845-5746.

Sincerely,

  
Frank Bosiljevac  
UMTRA Team Leader  
Environmental Restoration Division

3 Enclosures

cc w/ enclosures:  
See Page 2

*wm-48  
wm-61  
wm-62*

*NLOF*



Printed on recycled paper

*PDU WASTE wm-48*

Mr. John Surmeier

2

October 29, 1999

cc w/enclosures:

D. Gillen, NRC

E. Brummett, NRC

J. Deckler, CDPHE

R. Edge, GJO

D. Christensen, OCC, AL

cc w/o enclosures:

J. Arthur, OEOS, AL

J. Themelis, OEOS, AL

G. Rael, ERD, AL

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_

Recorder

**QUIT CLAIM DEED**

The Colorado Department of Public Health and the Environment ("Grantor"), whose address is 4300 Cherry Creek Drive South, Denver, Colorado, 80222-1530, City and County of Denver, State of Colorado, pursuant to 42 U.S.C. § 7914 (e) (1) (B) and C.R.S. § 25-11-303, hereby donates and quit claims to the City of Durango ("Grantee"), whose address is 949 East Second Ave., Durango, Colorado, 81301, La Plata County, State of Colorado, the following real property in the County of La Plata, State of Colorado, to wit: Two parcels of land in LaPlata County, State of Colorado, New Mexico Principal Meridian, containing Seventy-nine and fourteen hundredths (79.14) acres, more or less, described as follows:

Township 35 North, Range 9 West of the N.M.P.M., North of the Ute Line

A tract of land situated in W1/4SW1/4 of Section 29, E1/2SE1/4 and NE1/4SE1/4 of Section 30, Lot 5 of Section 32, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 30;

THENCE Westerly along the south line of said Section 30 to the Southwest corner of said E1/2SE1/4;  
THENCE Northerly along the West line of said E1/2SE1/4 to a point on the South bank of Lightner Creek, said point being 1,039.00 feet Southerly of the Northwest corner of said E1/2SE1/4;  
THENCE North 41°55'00" West, 231.00 feet;  
THENCE North 37°44'00" West, 266.00 feet;  
THENCE North 22°50'00" West, 317.00 feet;  
THENCE North 62°00'00" East, 217.00 feet, to said Lightner Creek;  
THENCE South 34°45'00" East, 436.00 feet, along said Lightner Creek;  
THENCE North 05°39'24" East, 146.50 feet;  
THENCE North 22°52'00" East, 102.72 feet, to the Southwesterly right-of-way line of U.S. Highway 550  
THENCE South 39°10'30" East, 218.29 feet, along said right-of-way line;  
THENCE Southeasterly along a curve to the left, having a radius of 1,255.90 feet and an arc length of 286.70 feet, chord bearing  
of South 65°55'00" East, 286.10 feet;  
THENCE South 85°12'15" East, 328.20 feet;  
THENCE South 40°52'37" East, 414.27 feet;  
THENCE South 48°27'30" East, 285.60 feet;  
THENCE South 71°30'15" East, 714.30 feet;  
THENCE South 78°30'00" East, 200.20 feet;  
THENCE South 60°00'00" East, 174.70 feet;  
THENCE South 37°22'15" East, 166.80 feet;  
THENCE South 34°43'30" East, 171.90 feet;  
THENCE South 34°02'45" East, 139.50 feet;  
THENCE South 05°44'00" East, 82.90 feet;  
THENCE South 28°07'15" West, 69.70 feet;  
THENCE South 08°37'45" West 303.30 feet;  
THENCE South 82°22'45" East, 38.50 feet;  
THENCE South 12°00'53" West, 93.19 feet;  
THENCE South 06°33'36" West, 106.66 feet;  
THENCE South 05°52'41" West 55.19 feet;  
THENCE South 26°08'17" East, 160.47 feet to the South line of said Section 29;

Also, that portion of said Lot 5 of Section 32, being more particularly described as follows:

Commencing at the Northwest corner of said Section 32;

THENCE North 88°27'00" East along the North line of said Section 32, a distance of 474.00 feet to the POINT OF BEGINNING;  
THENCE South 20°08'00" East, 32.00 feet;  
THENCE South 08°24'00" East, 91.00 feet;  
THENCE South 34°43'00" East, 56.00 feet;  
THENCE South 38°27'00" East, 42.00 Feet;  
THENCE South 23°54'00" East, 53.00 Feet;  
THENCE South 24°54'00" East, 51.00 feet;  
THENCE South 30°39'00" East, 100.00 feet;  
THENCE North 00°41'00" East, 199.00 feet  
THENCE Northwesterly to a point on the North line of said Section 32, said point being North 88°27'00" East, 528.00 feet from said Northwest corner of said Section 32;  
THENCE South 88°27'00" West, 54.00 feet along said North line, to the point of beginning.

Subject to: (i) any coal, oil, gas, or other mineral rights in any person; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits, or pipelines on, over, or across said lands; (iii) court liens, judgments, or financial encumbrances such as deeds of trust for which a formal consent or order has been obtained from a court for the lien holder; (iv) other rights, interests, reservation or exceptions of record; and the following terms, conditions, rights, reservations and covenants:

Grantor reserves to: (i) itself, the U. S. Department of Energy, their employees, agents and contractors the right of access to the property as may be necessary to complete activities under the Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. § 7901 et seq. ("UMTRCA") and for other lawful purposes, until such time as Grantor and the U.S. Department of Energy determine that all remedial activities are complete; and (ii) to itself any non-tributary groundwater underlying this parcel, the right to develop tributary groundwater, and the right to surface access for groundwater development.

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 conveyed by this deed.

Grantee covenants (i) to comply with the applicable provisions of UMTRCA, 42 U.S.C. sec. 7901 et. seq., as amended; (ii) not to use ground water 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; (iii) not to sell or transfer the land to anyone other than a governmental entity within the state; (iv) 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 Uranium Mill Tailings, 42 U.S.C. sec. 7014(d), and as set forth in the Annotation attached hereto; (v) 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; (vi) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; (vii) that its use of the property shall not adversely impact groundwater quality, nor interfere in any way, with groundwater remediation under UMTRCA activities; and (viii) to use the property and any profits or benefits derived therefrom only for public purposes as required by UMTRCA sec. 104(e)(1)(C), 42 U.S.C. 7914 (e)(1)(C).

These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor and its successors and assigns;

Grantee acknowledges that the property was once used as a uranium milling site, and contains residual radioactive materials as described in the attached Annotation, and that the Grantor makes no representations or warranties that the property is suitable for Grantee's purposes;

IN WITNESS WHEREOF,

GRANTOR:

APPROVED AS TO FORM:

\_\_\_\_\_  
David Kreutzer - Assistant Attorney General

STATE OF COLORADO  
Bill Owens, Governor  
Acting by and through  
The Department of Public Health and Environment

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Program Approval

ACCEPTANCE OF DEED  
AND COVENANTS

GRANTEE:

\_\_\_\_\_  
(Full Legal Name or Agency)

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

(Affix Seal)

ATTESTATION:

\_\_\_\_\_  
City/County Clerk

Signed this        day of        , 19

STATE OF COLORADO,  
County of

} SS.

The foregoing instrument was acknowledged before me this  
day of        , 19    , by

My commission expires

Witness my hand and official seal

\_\_\_\_\_  
Notary Public.

No. \_\_\_\_\_

# QUIT CLAIM DEED

TO

STATE OF COLORADO, } ss.  
County of

I hereby certify that this instrument was filed  
for record in my office, at \_\_\_\_\_  
o'clock \_M., \_\_\_\_\_, 19\_  
and is duly recorded in book \_\_\_\_\_  
page \_\_\_\_\_.  
Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder.

By \_\_\_\_\_ Deputy.

Fees, \$ \_\_\_\_\_

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_

Recorder

**QUIT CLAIM DEED**

The Colorado Department of Public Health and the Environment ("Grantor"), whose address is 4300 Cherry Creek Drive South, Denver, Colorado, 80222-1530, City and County of Denver, State of Colorado, pursuant to 42 U.S.C § 7914 (e) (1) (B) and C.R.S. § 25-11-303, hereby donates and quit claims to the County of Gunnison ("Grantee"), whose address is 200 E. Virginia, Gunnison, Colorado, 81230, City and County of Gunnison, State of Colorado, the following real property in the County of Gunnison, State of Colorado, to wit: A parcel of land in Gunnison County, State of Colorado, containing Sixty and ninety two hundredths (60.92) acres, more or less, described as follows:

Township 49 North, Range 1 West, N.M.P.M.

A tract of land situated in the S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 2 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 11 more particularly described as follows:

Commencing at the North quarter corner of said Section 11; thence South 89°34'00" West along the North line of said Section 11, a distance of 30.91 feet to the Westerly right-of-way line of the existing county road; thence North 00°07'00" West along said right-of-way line 742.17 feet; thence North 53°22'00" West, 231.90 feet, to the POINT OF BEGINNING; thence Southeasterly along said right-of-way along a curve to the right, having a radius of 144.71 feet, 268.98 feet, chord bearing South 53°22'00" East, 231.90 feet; thence South 00°07'00" East along said right-of-way line, 742.17 feet, to the North line of said Section 11; thence South 00°08'00" East along said right-of-way line, to the South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence South 89°41'00" West along said South line, 1,271.72 feet; thence North 01°06'00" West, 1320.03 feet to said North line of Section 11; thence North 89°34'00" East along said North line, 112.00 feet; thence North 00°31'00" East, 219.42 feet; thence North 89°09'00" West, 166.32 feet; thence North 13°56'00" West 99.16 feet; thence North 06°14'00" West, 211.88 feet to the Southerly right-of-way line of said existing county road; thence Northeasterly along said right-of-way line, to the POINT OF BEGINNING

Subject to: (i) any coal, oil, gas, or other mineral rights in any person; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits, or pipelines on, over, or across said lands; (iii) court liens, judgments, or financial encumbrances such as deeds of trust for which a formal consent or order has been obtained from a court for the lien holder; (iv) other rights, interests, reservation or exceptions of record; and the following terms, conditions, rights, reservations and covenants:

Grantor reserves to: (i) itself, the U. S. Department of Energy, their employees, agents and contractors the right of access to the property as may be necessary to complete activities under the Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. § 7901 et seq. ("UMTRCA") and for other lawful purposes, until such time as Grantor and the U.S. Department of Energy determine that all remedial activities are complete; and (ii) to itself any non-tributary groundwater underlying this parcel, the right to develop tributary groundwater, and the right to surface access for groundwater development.

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 conveyed by this deed.

Grantee covenants (i) to comply with the applicable provisions of UMTRCA, 42 U.S.C. #7901 et. seq., as amended; (ii) not to use ground water 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; (iii) not to sell or transfer the land to anyone other than a governmental entity within the state; (iv) 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 Uranium Mill Tailings, 42 U.S.C. sec. 7014(d), and as set forth in the Annotation attached hereto; (v) 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; (vi) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (vii) that its use of the property shall not adversely impact groundwater quality, nor interfere in any way, with groundwater remediation under UMTRCA activities; and (viii) to use the

property and any profits or benefits derived therefrom only for public purposes as required by UMTRCA sec. 104(e)(1)(C), 42 U.S.C. 7914(e)(1)(C).

These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor, and its successors and assigns;

Grantee acknowledges that the property was once used as a uranium milling site, and that the Grantor makes no representations or warranties that the property is suitable for Grantee's purposes;

IN WITNESS WHEREOF:

GRANTOR:

APPROVED AS TO FORM:

David Kreutzer - Assistant Attorney General

STATE OF COLORADO  
Bill Owens, Governor  
Acting by and through  
The Department of Public Health and Environment

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Program Approval

ACCEPTANCE OF DEED  
AND COVENANTS

GRANTEE:

\_\_\_\_\_  
(Full Legal Name or Agency)

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

(Affix Seal)

ATTESTATION:

\_\_\_\_\_  
City/County Clerk

Signed this        day of        , 19

STATE OF COLORADO,        } SS.  
County of

The foregoing instrument was acknowledged before me this  
day of        , 19    , by

My commission expires

Witness my hand and official seal

\_\_\_\_\_

Notary Public.

No. \_\_\_\_\_

# QUIT CLAIM DEED

TO

STATE OF COLORADO, } ss.  
County of

I hereby certify that this instrument was filed  
for record in my office, at \_\_\_\_\_  
o'clock M., \_\_\_\_\_, 19\_\_  
and is duly recorded in book \_\_\_\_\_  
page \_\_\_\_\_  
Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder.

By \_\_\_\_\_  
Deputy.

Fees, \$ \_\_\_\_\_

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

**QUIT CLAIM DEED**

The Colorado Department of Public Health and the Environment ("Grantor"), whose address is 4300 Cherry Creek Drive South, Denver, Colorado, 80222-1530, City and County of Denver, State of Colorado, pursuant to 42 U.S.C. § 7914 (e) (1) (B) and C.R.S. § 25-11-303, hereby donates and quit claim(s) to the City of Rifle ("Grantee"), whose address is 202 Railroad Avenue, Rifle, Colorado, 81650, City of Rifle, County of Garfield, State of Colorado, the following real property in the County of Garfield, State of Colorado, to wit: A parcel of land containing One hundred forty two (142) acres, more or less, described as follows:

That portion of land located in the S1/2 of the S1/2 of the NE1/4 of Section 18, Township 6 South, Range 93 West, of the 6th P.M., lying adjacent to and south of the South right-of-way line of the D&RG Railroad, except the east 297 feet, also Lot 5, Section 18, Township 6 South, Range 93 West, Lot 6, Section 18, Township 6 South, Range 93 West, except the east 297 feet of said Lot 6, also Lots 7 & 8 in Section 18, Township 6 South, Range 93 West, lying adjacent to and north of the Interstate 70 right-of-way line. Also two tracts of meander land situated in the S1/2 of Section 18, Township 6 South, Range 93 West, 6th P.M. described as follows:

Meander Land Tract 1

Beginning at the Southeast corner of Lot 6, and the East line of said Section 18; thence North 86 degrees 45 minutes West 594 feet; thence South 76 degrees 45 minutes West 660 feet; thence South 58 degrees 00 minutes West 1188 feet; thence South 75 degrees 00 minutes West 330 feet; thence South 250 feet; thence Southeasterly to the Westernmost point of Lot 8 described above; thence North 49 degrees 13 minutes East 330 feet; thence North 79 degrees 45 minutes East 594 feet; thence North 45 degrees 30 minutes East 844.8 feet; thence South 69 degrees 00 minutes East 990 feet to the East line of said Section 18; thence North to the POINT OF BEGINNING.

Meander Land Tract 2

Beginning at the Southeast corner of Lot 7 and the East line of said Section 18; thence South 336.6 feet; thence South 75 degrees 55 minutes West 55.44 feet; thence South 61 degrees 00 minutes West 152.91 feet; thence South 61 degrees 00 minutes West, more or less, to the North right-of-way line of U.S. Interstate 70; thence West 810 feet to the South line of said Lot 7; thence North 62 degrees 15 minutes East 660 feet; thence North 75 degrees 30 minutes East 554.4 feet to the POINT OF BEGINNING.

Subject to: (i) any coal, oil, gas, or other mineral rights in any person; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits, or pipelines on, over, or across said lands; (iii) court liens, judgments, or financial encumbrances such as deeds of trust for which a formal consent or order has been obtained from a court for the lien holder; (iv) other rights, interests, reservation or exceptions of record; and the following terms, conditions, rights, reservations and covenants:

Grantor reserves to (i) itself, the U. S. Department of Energy, their employees, agents and contractors the right of access to the property as may be necessary to complete activities under the Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. § 7901 et seq. ("UMTRCA") and for other lawful purposes, until such time as Grantor and the U.S. Department of Energy determine that all remedial activities are complete; and (ii) to itself any non-tributary groundwater underlying this parcel, the right to develop tributary groundwater, and the right to surface access for groundwater development.

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 conveyed by this deed.

Grantee covenants (i) to comply with the applicable provisions of UMTRCA, 42 U.S.C. #7901 et. seq., as amended; (ii) not to use ground water 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; (iii) not to sell or transfer the land to anyone other than a governmental entity within the state; (iv) 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 Uranium Mill Tailings, 42 U.S.C. sec. 7014(d), and as set forth in the Annotation attached hereto; (v) 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; (vi) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (vii) that its use of the property shall not adversely impact groundwater quality, nor interfere in any way, with groundwater remediation under UMTRCA activities; and (viii) to use the property and any profits or benefits derived therefrom only for public purposes as required by UMTRCA sec. 104(e)(1)(C), 42 U.S.C. 7914 (e)(1)(C).

These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor;

Grantee acknowledges that the property was once used as a uranium milling site, and that the Grantor makes no representations or warranties that the property is suitable for Grantee's purposes;

IN WITNESS WHEREOF:

APPROVED AS TO FORM:

David Kreutzer - Assistant Attorney General

GRANTOR:

STATE OF COLORADO  
Bill Owens, Governor  
Acting by and through  
The Department of Public Health and Environment

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Program Approval

ACCEPTANCE OF DEED  
AND COVENANTS

GRANTEE:

\_\_\_\_\_  
(Full Legal Name of Agency)

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Signed this        day of        , 19

STATE OF COLORADO,        } SS.  
County of

The foregoing instrument was acknowledged before me this  
day of        , 19    , by

My commission expires

Witness my hand and official seal

\_\_\_\_\_  
Notary Public.

No. \_\_\_\_\_

000 1 1 000

# QUIT CLAIM DEED

TO

STATE OF COLORADO, } ss.  
County of

I hereby certify that this instrument was filed  
for record in my office, at \_\_\_\_\_  
o'clock M., \_\_\_\_\_, 19     
and is duly recorded in book \_\_\_\_\_  
page \_\_\_\_\_.  
Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder.

By \_\_\_\_\_ Deputy.

Fees, \$ \_\_\_\_\_