

DOH97CLI

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (QUIT CLAIM)

NAME OF AGENCY OR CONTRACTOR: DAVID KREUTZER, ASSISTANT
ATTORNEY GENERAL STATE OF COLORADO ROY, ROMER, GOV., ACTING
BY AND THRU THE DEPARTMENT OF HEALTH AND ENVIRONMENT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: CLIMAX MILL
SITE AT SOUTH 12TH STREET AND COLORADO RIVER

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Recorded at _____ o'clock _____ M., _____
Reception No. _____

Recorder

QUITCLAIM 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 Grand Junction ("Grantee"), whose address is 250 North 5th Street, Grand Junction, Colorado, 81501, City of Grand Junction, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit: A parcel of land containing Seventeen (17) acres more or less, described as follows:

BOOK 2320 PAGE 882
1796704 0945AM 04/29/97
MONIKA TODD CLK® MESA COUNTY CO
DOCUMENT FEE \$NO FEE

A parcel of land situated in part of Lot 3, Section 23 and in part of Lot 4, Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, lying southerly of the following described line: Commencing at the Northeast Corner of Lot 4 in said Section 24, thence S 00° 22' 48" E along the East line of said Lot 4 a distance of 687.08 feet to the North bank of the main channel of the Colorado River and **True Point of Beginning** of the line described herein; thence along the North bank of the main channel of said Colorado River the following three (3) courses:
1) S 74° 18' 00" W a distance of 262.06 feet;
2) N 83° 57' 00" W a distance of 192.50 feet;
3) S 80° 23' 00" W a distance of 521.30 feet;
thence along the North bank of the north channel of said Colorado River the following four (4) courses:
1) N 78° 24' 00" W a distance of 662.60 feet;
2) S 87° 31' 00" W a distance of 404.40 feet;
3) S 73° 37' 00" W a distance of 187.60 feet;
4) S 89° 21' 00" W a distance of 463.96 feet to a point terminating on the West line of Lot 3 in said Section 23. Said parcel contains 17 acres, more or less; **Together** with a permanent 25 foot ingress-egress easement situate in the E 1/2 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement being 25 feet to the left (East) of an existing easement as conveyed to Prosperity Park, Inc., February 20, 1981 and recorded in Book 1299 at Page 197 of the records of the Mesa County Clerk and Recorder and said easement being extended South of the Prosperity Park Inc. easement to the South line of the property, more clearly described as follows:
Beginning at the Southwest Corner of the SE 1/4 NE 1/4 of Section 23, Township 1 South, Range 1 West, whose South line bears N 90° 00' 00" E with all bearings contained herein relative thereto; thence N 00° 36' 22" W a distance of 289.92 feet to the Southerly edge of Kimball Avenue; thence leaving said Southerly edge of Kimball Avenue, S 57° 51' 25" E a distance of 53.69 feet to the **True Point of Beginning** of the easement described herein; thence S 00° 36' 22" E a distance of 261.35 feet along the East line of the easement as recorded in said Book 1299 at Page 197 to the South line of the SE 1/4 NE 1/4 of said Section 23; thence S 00° 43' 57" E a distance of 416.13 feet to the South line of the easement recorded in said Book 1299 at Page 197; thence S 90° 00' 00" W a distance of 45.15 feet along the South line of said existing easement as recorded in said Book 1299 at Page 197 to the West line of the NE 1/4 SE 1/4 of said Section 23; thence South along the West line of the NE 1/4 SE 1/4 of said Section 23 to the South line of the Property and the **Point of Termination**. The above described easement being left or East of the described line.

Grantor reserves to itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water, and the right to surface access for ground water development;

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:

Grantee agrees to accept financial responsibility for any costs associated with the disruption of any improvements on the site should the Department of Energy be required by the U.S. Nuclear Regulatory Commission to perform further surface remedial action;

Grantee covenants (i) not to use the property for any purpose other than public purposes as required by 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 is given by the Grantor and U.S. Department of Energy; (iii) not to perform construction of any kind on the property unless prior written approval of construction plans, designs and specifications is given by Grantor and the U.S. Department of Energy; (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (v) that its use of the property shall not adversely impact groundwater quality nor interfere with groundwater remediation under UMTRCA;

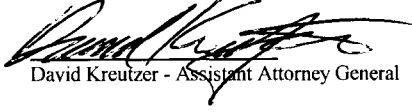
These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor, and its successors and assigns;

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
Roy Romer, Governor
Acting by and through
The Department of Public Health and Environment

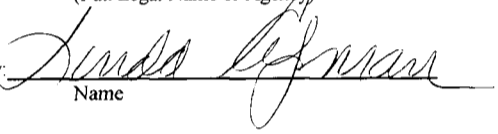
By: 
Executive Director

By: 
Program Approval

ACCEPTANCE OF DEED
AND COVENANTS

GRANTEE:

CITY OF GRAND JUNCTION
(Full Legal Name or Agency)

By: 
Name

Title: Mayor



ATTESTATION:


City/County Clerk

Signed this 26th day of March, 19 97

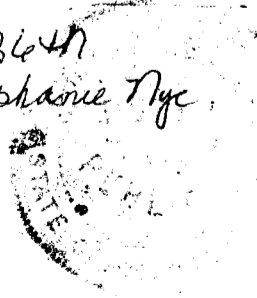
STATE OF COLORADO, } SS.
County of

The foregoing instrument was acknowledged before me this 26th day of March, 1997, by Linda Alfman and Stephanie Nye

My commission expires 2/2/98

Witness my hand and official seal


Notary Public.



Recorded at _____ o'clock _____ M., _____
Reception No. _____

Recorder _____

QUITCLAIM 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 Grand Junction ("Grantee", whose address is 250 North 5th Street, Grand Junction, Colorado, 81501, City of Grand Junction, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit: A parcel of land containing Ninety Seven and Eighty Third (97.83) acres more or less, described as follows:

Book 2320 Page 884
1796705 0945AM 04/29/97
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$NO FEE

A parcel of land situated in the S½S½SE¼NE¼ and in Lot 3 of Section 23, and in the SW¼NW¼, the SE¼NW¼, Lot 3 and Lot 4 of Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 23, Township 1 South, Range 1 West of the Ute Meridian; thence N 00° 16' 54" W along the East line of the S½S½SE¼NE¼ of said Section 23 a distance of 330.32 feet to the Northeast Corner of said S½S½SE¼NE¼, thence N 89° 14' 53" W along the North line of said S½S½SE¼NE¼ a distance of 1318.19 feet to the Northwest Corner of said S½S½SE¼NE¼, thence S 00° 03' 46" W along the West line of said S½S½SE¼NE¼ a distance of 43.20 feet to a point on the South right-of-way line of Kimball Avenue and the True Point of Beginning of the parcel described herein; thence S 57° 18' 26" E a distance of 220.01 feet to a point 10.00 feet southerly measured at right angle to the centerline of the Denver and Rio Grande Western Railroad Spur Line; thence along a line parallel with and 10.00 feet southerly of said Railroad Spur centerline the following four (4) courses:

- 1) 211.84 feet along the arc of a curve to the left having a radius of 369.93 feet, a central angle of 32° 48' 39", and a long chord bearing S 73° 42' 44" E a distance of 208.96 feet;
- 2) N 89° 52' 57" E a distance of 710.66 feet;
- 3) 353.70 feet along the arc of a curve to the left having a radius of 1156.28 feet, a central angle of 17° 31' 37", and a long chord bearing N 81° 07' 09" E a distance of 352.33 feet;
- 4) N 72° 21' 21" E a distance of 488.61 feet to a point on the North line of the S½SW¼SW¼NW¼ of Section 24, Township 1 South, Range 1 West; thence N 89° 56' 27" E along the North line of said S½SW¼SW¼NW¼ a distance of 72.40 feet to the Southeast Corner of Lot 3, Colorado West Development Park, Filing No.2; thence N 00° 11' 11" W along the East line of said Lot 3 a distance of 67.50 feet to the Southwest Corner of Lot 4 of said Colorado West Development Park, Filing No.2; thence N 89° 36' 26" E along the South line of said Lot 4 a distance of 252.36 feet to the Southeast Corner of said Lot 4; thence S 00° 23' 34" E along the west line of Lot 6 of said Colorado West Development Park, Filing No. 2 a distance of 144.00 feet to the Southwest Corner of said Lot 6; thence N 89° 42' 38" E along the South line of said Lot 6 a distance of 411.62 feet to a point on the West line of the SE¼NW¼ of said Section 24; thence N 00° 22' 48" W along the West line of said SE¼NW¼ a distance of 1064.19 feet to the Northwest Corner of said SE¼NW¼, thence N 89° 57' 16" E along the North line of said SE¼NW¼ a distance of 799.91 feet to Northwest Corner of Pleasant View Subdivision (Replat); thence S 00° 06' 46" W along the West boundary of said Pleasant View Subdivision (Replat) a distance of 823.83 feet to the Southwest Corner of said Pleasant View Subdivision (Replat); thence S 89° 53' 44" E along the South boundary of said Pleasant View Subdivision (Replat) a distance of 528.15 feet to a point on the West right-of-way line for 27 ½ Road; thence S 00° 06' 46" W along said West right-of-way line a distance of 494.90 feet to a point on the North line of Lot 3 of said Section 24; thence S 89° 55' 33" W along the North line of said Lot 3 a distance of 652.10 feet; thence leaving said North line S 00° 08' 01" E a distance of 521.56 feet to the North bank of the main channel of the Colorado River; thence along the North bank of the main channel of said Colorado River the following four (4) courses:

- 1) S 75° 52' 39" W a distance of 681.87 feet;
- 2) S 74° 18' 00" W a distance of 262.06 feet;
- 3) N 83° 57' 00" W a distance of 192.50 feet;
- 4) S 80° 23' 00" W a distance of 521.30 feet;

thence along the North bank of the north channel of said Colorado River the following four (4) courses:

- 1) N 78° 24' 00" W a distance of 662.60 feet;
- 2) S 87° 31' 00" W a distance of 404.40 feet;
- 3) S 73° 37' 00" W a distance of 187.60 feet;
- 4) S 89° 21' 00" W a distance of 463.96 feet to a point on the West line of Lot 3 of said Section 23; thence N 00° 03' 46" E along the West line of said Lot 3 and West line of the S½S½SE¼NE¼ of said Section 23 a distance of 1069.94 feet to the True Point of Beginning. Said parcel contains 97.83 acres more or less; **Subject** to a permanent 25 foot ingress-egress easement situate in the E ½ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement being 25 feet to the left (east) of an existing easement as conveyed to Prosperity Park, Inc., February 20, 1981 and recorded in Book 1299 at Page 197 of the records of the Mesa County Clerk and Recorder and said easement being extended south of the Prosperity Park Inc. Easement to the south line of the property, more particularly described as follows: Beginning at the Southwest corner of the SE¼NE¼ of Section 23, Township 1 South, Range 1 West, whose South line bears N 90° 00' 00" E with all bearings contained herein being relative thereto; thence N 00° 36' 22" W a distance of 289.92 feet to the Southerly edge of Kimball Avenue; thence leaving said Southerly edge of Kimball Avenue S 57° 51' 25" E a distance of 53.69 feet to the True Point of Beginning of the easement described herein; thence S 00° 36' 22" E a distance of 261.35 feet along the East line of the easement as recorded in said Book 1299 at Page 197 to the South line of the SE¼NE¼ of said Section 23, thence S 00° 43' 57" E a distance of 416.13 feet to the South line of the easement recorded in said Book 1299 at Page 197; thence S 90° 00' 00" W a distance of 45.15 feet along the South line of said existing easement as recorded in said Book 1299 at Page 197 to the West line of the NE¼SE¼ of said Section 23; thence South along the West line of the NE¼SE¼ of said Section 23 to the South line of the Property and the Point of Termination. The above described easement being left or East of the described line.

Including nine (9) shares of the capital stock of the Grand Valley Irrigation Company;

Grantor reserves to itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water, and the right to surface access for ground water development;

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:

Grantee agrees to accept financial responsibility for any costs associated with the disruption of any improvements on the site should the Department of Energy be required by the U.S. Nuclear Regulatory Commission to perform further surface remedial action;

Grantee covenants (i) not to use the property for any purpose other than public purposes as required by 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 is given by the Grantor and U.S. Department of Energy; (iii) not to perform construction of any kind on the property unless prior written approval of construction plans, designs and specifications is given by Grantor and the U.S. Department of Energy; (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (v) that its use of the property shall not adversely impact ground water quality nor interfere with ground water remediation under UMTRCA;

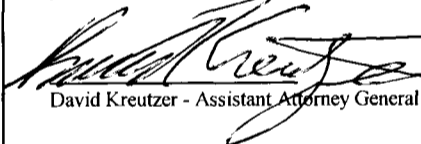
These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor, and its successors and assigns;

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
Roy Romer, Governor
Acting by and through
The Department of Public Health and Environment


By: 
Executive Director

By: 
Program Approval

ACCEPTANCE OF DEED
AND COVENANTS

GRANTEE:

CITY OF GRAND JUNCTION
(Full Legal Name or Agency)

By: 
Name

Title: MAYOR

(Affix Seal)



ATTESTATION:

Stephanie Nye
City/County Clerk

Signed this _____ day of _____, 19____

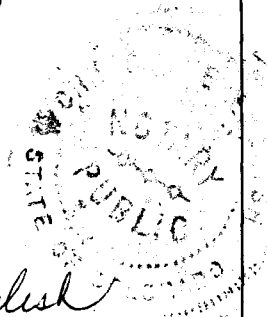
STATE OF COLORADO, }
County of _____

The foregoing instrument was acknowledged before me this *26th*
day of *March*, 19*97* by *Linda Afman and Stephanie Nye*

My commission expires *2/2/98*

Witness my hand and official seal

Christine English
Notary Public.



MAR 12 1996

STATE OF COLORADO

Roy Romer, Governor
Patti Shwayder, Acting Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

HAZARDOUS MATERIALS AND WASTE MANAGEMENT DIVISION

4300 Cherry Creek Dr. S. 222 S. 6th Street, Room 232
Denver, Colorado 80222-1530 Grand Junction, Colorado 81501-2768
Phone (303) 692-3300 Phone (303) 248-7164
Fax (303) 759-5355 Fax (303) 248-7198



Colorado Department
of Public Health
and Environment

March 11, 1996

Mr. Mark Achen
Grand Junction City Manager
250 North 5th Street
Grand Junction, CO 81501

Dear Mr. Achen:

The Colorado Department of Public Health and Environment (CDPHE) has been working with the Department of Energy (DOE) over the past several months to finalize agreements on how UMTRA mill sites will be transferred to local governments. I will be working with Jeff Deckler on the transfer of these processing sites throughout Colorado.

I am happy to announce that DOE is finalizing a policy which will allow the transfer of title (not just an easement) prior to receiving NRC concurrence on the completion report. A copy of this policy is attached, and will be incorporated into the DOE/CDPHE cooperative agreement. DOE has also agreed to a model quit claim deed which meets the requirements of the policy. A copy of this is also attached. This quit claim deed contains a legal description of the Grand Junction property. Please review the legal description for accuracy.

There is one specific clause regarding title transfer which may be of particular interest to the city. If you agree to take title to the property before NRC concurs on the completion report, and if NRC forces DOE to perform additional excavation in order to receive such concurrence, DOE does not want to be responsible for rebuilding any improvements you have made to the property which might be damaged by this excavation. I believe that the likelihood of this is minimal. For example, in Durango there was a grid which did not meet standards. Upon review, NRC gave DOE a choice of additional excavation, or restricting use on this grid. Since under the title conditions land use would be restricted in some sense on the entire mill site, I believe we will meet any conditions NRC will impose without the need to excavate. In addition, preliminary review of verification data at the Grand Junction mill site indicates that all grids meet the EPA standards. Therefore, I do not contemplate any request by NRC for additional excavation.

Mr. Mark Achen
March 11, 1996
Page 2

The CDPHE is ready to respond to any request to transfer title to the mill site, and encourages the City to submit a request at your earliest convenience. A single use does not have to be determined at this time, however, the City will need to obtain additional DOE approval for the specific land use and design chosen. Prior to construction, the City of Grand Junction will be required to submit a design plan to CDPHE. CDPHE will determine if there is any potential impact to ground water, and then request concurrence from the DOE.

We look forward to working with the City of Grand Junction to transfer the former processing site. If you have any questions, please do not hesitate to contact me directly at (303) 692-3412.

Sincerely,



Angela M. Hutton-Howard
Environmental Protection Specialist
Hazardous Materials and
Waste Management Division

Enclosures

cc: ✓ Tim Woodmansee (w/encl.)
Ron Maupin (w/encl.)
Joe Stevens (w/encl.)
Dan Wilson (w/encl.)
Senator Tilman Bishop (w/o encl.)

DISPOSITION OF DESIGNATED PROCESSING SITES

In performing surface remedial action at designated processing sites under the Uranium Mill Tailings Radiation Control Act, the State of Colorado (State) has acquired processing sites at the direction of the U.S. Department of Energy (DOE). At nine of these sites, tailings have been relocated to permanent disposal sites located either outside the boundaries of the processing site or on just a portion of the processing site.

To allow the remediated processing sites to be put to beneficial use as quickly as possible, while still being protective of human health and the environment, DOE will approve the disposition of the processing sites in accordance with the statutory requirements of 42 U.S.C. § 7914(e)(1) prior to the processing sites being certified to meet the groundwater standards promulgated by the U.S. Environmental Protection Agency (EPA) at 60 Fed. Reg. 2854 (January 11, 1995). DOE will also approve the transfer of a processing site to a local government prior to U.S. Nuclear Regulatory Commission (NRC) concurrence of the certification of the site if the State agrees to accept financial responsibility for any costs associated with the disruption of any improvements on the site should DOE be required by NRC to perform further surface remedial action. The State may choose to pass this acceptance of financial responsibility to the local government which is receiving title to the site.

DOE's approval is contingent upon the State submitting documentation demonstrating that all of the following requirements are met:

1. The proposed plans for the site will not further aggravate any groundwater contamination at the processing site, or impede or interfere with any groundwater compliance strategy which may be chosen by DOE.
2. The state retains a sufficient interest in the land, and includes the U.S. Department of Energy as a third party beneficiary of such interest, to ensure that:
 - (a) No habitable structures will be constructed on those portions of the processing site at which residual radioactive material was left behind, or areas which could present a potential health risk if a habitable structure was constructed, unless suitable engineering controls (such as a radon vent system) are included on the property and approved by DOE.
 - (b) The state and DOE have complete access to the site to perform any groundwater compliance activities deemed necessary by DOE.

- (c) The state retains a sufficient interest in the land to restrict the use of groundwater to uses compatible with the groundwater compliance strategy chosen by DOE for the site, and as may be deemed necessary by the DOE to protect the public health and safety.
3. If title is transferred from the State to a local government, the title includes a perpetual prohibition on the sale or transfer of the land to anyone other than a governmental entity within the state, and permanently restricts the use of the land for a park, recreational or other public purpose.

A copy of a model deed for the transfer of a processing site from the State to a local government is incorporated herein as Attachment 1.