

NOV
LANL 2002 General Land transfer



U.S. Department of Justice

Environment and Natural Resources Division

LIBRARY COPY

Wendy L. Blake
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U.S. Department of Justice
Environment & Natural Resources Division
Environmental Defense Section
P.O. Box 23986
Washington, DC 20026-3986

Telephone (202) 305-0851
Facsimile (202) 514-8865

November 27, 2002

VIA FACSIMILE AND FEDERAL EXPRESS

Paul R. Ritzma, Esq.
General Counsel
State of New Mexico
Environment Department
Harold Runnels Building
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, NM 87502-6110

Dear Paul:

I received your letter of November 21, 2002, granting the United States Department of Energy ("DOE") and the University of California Regents a 30-day extension of time in which to respond to the Notice of Violation issued by your Department on November 6, 2002 ("Notice of Violation"). The Notice of Violation concerns certain conveyances or land transfers made in October, 2002 pursuant to Public Law 105-119, Section 632. As I explained to you previously, there were a total of ten parcels of land that were conveyed or otherwise transferred by DOE in October 2002. The County of Los Alamos received eight of those parcels and the United States Department of Interior, a sister agency of DOE, received the remaining two parcels.

We greatly appreciate the 30-day extension of time that you have provided to us, as it will enable us to continue our internal discussions and to formulate an appropriate response to the Notice of Violation. We hope that we can work amicably toward a resolution of this matter that is consistent with the law, including the provisions and time-frames called for in Public Law 105-119, Section 632.

Your extension gives us until December 20, 2002, to provide you with a response concerning the Notice of Violation. We intend to communicate with you prior to that date, to the extent questions or issues arise on which we need clarification.

Finally, consistent with your letter of November 21, 2002, and our prior agreement, enclosed please find copies of: (1) the quitclaim deeds memorializing the transfer of eight parcels to the County of Los Alamos on October 29, 2002; (2) transfer agreements dated October 23, 2002, memorializing the inter-agency agreement between the United States Department of Energy and the United States Department of Interior concerning two parcels of land; and (3) DOE's current schedule

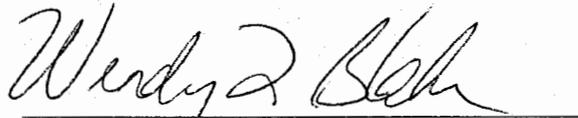


13733

for future land transfers pursuant to Public Law 105-119, Section 632.^{1/} We hope that these documents are instructive.

I look forward to working with you on this matter, and I hope that you have a pleasant and safe holiday.

Sincerely,



Wendy L. Blake

Enclosure: As stated

cc: Beth Osheim
Deborah Woitte

^{1/} Please note that this schedule changes often, due primarily to requests by the entities slated to receive land under Public Law 105-119, including the County of Los Alamos.

Tracts to be Conveyed or Transferred under Public Law 105-119

Proposed Uses, Recipient, Transfer Date, and Acreage

Tract	Description	Proposed Use	Transfer Date	Acreage
Los Alamos County				
A-1	Manhattan Monument	Historic Preservation	10-29-02	0.07
A-2	Site 22	Commercial	10-29-02	0.17
A-3	Airport-1 (East)	Commercial/Industrial	10-29-02	9.44
A-4	Airport-2 (North)	Transportation	9-30-05	92.6
A-5	Airport-3 (South) (W)	Commercial/Industrial	None	34.67
A-6	Airport-4 (West)	Commercial/Industrial	10-29-02	4.18
A-7	Airport-5 (Central)	Commercial/Industrial	9-30-03	5.83
A-8	DP Road-1 (South)	Commercial/Industrial	9-30-03	24.92
A-9	DP Road-2 (North)	Commercial/Industrial	10-29-02	4.25
A-10	DP Road-3 (East)	Open Space/Utilities	9-30-05	13.02
A-11	DP Road-4 (West)	Commercial/Industrial	9-30-06	3.09
A-12	LAAO-1 (East)	Residential	10-29-02	4.51
A-13	LAAO-2 (West)	Residential	9-30-05	8.82
A-14	Rendija Canyon	Open Space/Residential/Utilities	9-30-07	918.3
A-15	TA-21-1 (West)	Commercial/Industrial	9-30-03	7.55
A-15-2	TA-21 (West) (W)	Commercial/Industrial	None	1.18
A-16	TA-21-2 (East) (W)	Commercial/Industrial	None	252.1
A-17	TA-74-1 (West)	Utilities	10-29-02	5.52
A-18	TA-74-2 (South)	Preservation/Utilities	9-30-03	676.52
A-19	White Rock-1	Commercial/Residential	10-29-02	76.33
A-20	White Rock "Y"-2 (W)	Preservation	None	323.4
San Ildefonso Pueblo				
B-1	White Rock-2	Preservation	10-23-02	14.94
B-2	TA-74-3 (North)	Preservation	10-23-02	2089.88
B-3	TA-74-4 (Middle)	Preservation	3-31-03	3.36
New Mexico State Highway and Transportation Department				
C-1	White Rock	Transportation	TBD	15.41
C-2	White Rock "Y"-1	Transportation	TBD	104.10
C-3	White Rock "Y"-3	Transportation	TBD	31.05
C-4	White Rock "Y"-4	Transportation	TBD	18.00

Notes: (1) For tracts identified in **bold**, the "transfer date" is the actual conveyance or transfer date.
 (2) (W) indicates that the tract has been withheld due to DOE's national security mission needs.

**Summary of Acreage to be Conveyed or Transferred
(estimated)**

Total Acreage to be Conveyed/Transferred		4,131.86
Convey to Los Alamos County	1,855.12	
Transfer to San Ildefonso Pueblo	2,108.18	
Convey to Highway Department	168.56	
Total Acreage to be Withheld		611.35
From Los Alamos County	611.35	
Tract A-5	34.67	
Tract A-15-2	1.18	
Tract A-16	252.1	
Tract A-20	323.4	
TOTAL ACREAGE		4,743.21

A-1

WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544



STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS ^{SS.}
DOC. 161577
DATE October 30 2002
TIME 9:28 A M.
BOOK 107 PAGE 773
COUNTY CLERK
Nitay K Taylor
DEPUTY [Signature]
RECORDER STAMP

QUITCLAIM DEED
PARCEL A-1

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising 0.07 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Trinity Monument Amended Land Transfer Boundary Survey" filed for record as document number 132572, on the 29th day of June, 1998, and recorded in Plat Book 7, page 22, of the records of said county.

140 BOM 107 PAGE 0772

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q.

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy
By: [Signature]
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)



ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared **Ralph E. Erickson**, to me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations** of the **United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.

[Signature]
Notary Public

My Commission expires: 4/9/06

ACCEPTANCE

In Testimony Whereof, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO
By: [Signature]
GEOFF RODGERS, COUNCIL CHAIR

ATTEST:

Rita K Taylor
County Clerk
10/30/02

DATE:

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002 by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

Sandra Salazar
Notary Public

My Commission expires: March 30, 2004



WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544



STATE OF NEW MEXICO
 COUNTY OF LOS ALAMOS ss.
 DOC. 161578
 DATE October 30 2002
 TIME 9:29 A M.
 BOOK 107 PAGE 774
 COUNTY CLERK
Nita K Taylor
 RECORDER STAMP [Signature]

QUITCLAIM DEED
PARCEL A-2

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising 0.1688 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Los Alamos National Laboratory Tract A-2," filed for record on the 27th day of September, 2002, as document number 160541, and recorded in Plat Book 106, page 737, of the records of said county. Reserving, however, to the GRANTOR, a non-exclusive 15-foot wide ingress and access easement and a non-exclusive 5-foot-wide electrical easement described on said plat.

ENC. BOOK 107 PAGE 077A

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q.

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

By: *Ralph E. Erickson*
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared **Ralph E. Erickson**, to me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations of the United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.



James J. Feldis
Notary Public

My Commission expires: 4/9/06

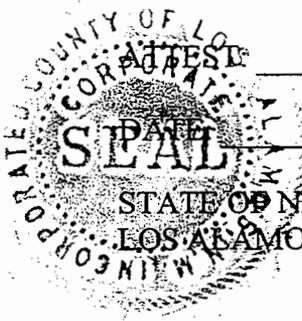
LAG ENRM 107 PAGE 0777

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: Geoff Rodgers
GEOFF RODGERS, COUNCIL CHAIR



Nita K Taylor
County Clerk
10/30/02

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002, by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

Sandra Salazar
Notary Public

My Commission expires: March 30, 2004



LAC BOOK 107 PAGE 077A

A-3

LMC BOOK 107 PAGE 0775



WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544

STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS ss.
DOC. 161579
DATE October 30 2002
TIME 9:30 A M.
BOOK 107 PAGE 775
COUNTY CLERK
Nita K Taylor
DEPUTY [Signature]

RECORDER STAMP

QUITCLAIM DEED
PARCEL A-3

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising 9.4407 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Los Alamos National Laboratory Tract A-3," filed for record on the 27th day of September, 2002, as document number 160544, and recorded in Plat Book 106, page 740 of the records of said county.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q.

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

By: *Ralph E. Erickson*
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared **Ralph E. Erickson**, to me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations of the United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.



Daniel J. Saldez
Notary Public

My Commission expires: 4/9/06

LAC BMM 107 PAGE 0775

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: *Geoff Rodgers*
GEOFF RODGERS, COUNCIL CHAIR

ATTEST: *K Taylor*
County Clerk
DATE: 10/30/02

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002, by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

Sandra Salazar
Notary Public

My Commission expires: March 30, 2004



A-6



WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544

STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS ^{SS.}
DOC. 1161580
DATE October 30 2002
TIME 9:31 A.M.
BOOK 107 PAGE 776
COUNTY CLERK
Nita K. Taylor
DEPUTY [Signature]
RECORDER STAMP

PLAT BOOK 107 PAGE 0776

QUITCLAIM DEED
PARCEL A-6

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising 4.1832 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Los Alamos National Laboratory Tract A-6," filed for record on the 27th day of September, 2002, as document number 160543, and recorded in Plat Book 106, page 739 of the records of said county.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q.

LAC BOM 107 DMSB 0776

LAO BOM 107 PAGE 0776

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

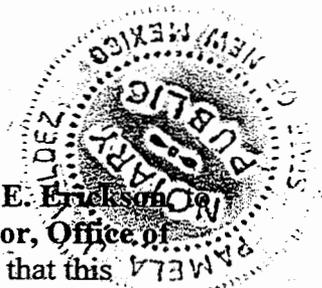
UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

By: Ralph E. Erickson
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared **Ralph E. Erickson**, me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations of the United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.



Pamela Lopez
Notary Public

My Commission expires: 4/9/06

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: Geoff Rodgers
GEOFF RODGERS, COUNCIL CHAIR

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
ATTEST: Nita K Taylor
County Clerk
DATE: 10/30/02
STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002, by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

Sandra Salazar
Notary Public

Commission expires: March 30, 2004
SANDRA SALAZAR
NOTARY PUBLIC
STATE OF NEW MEXICO

LAC BMM 107 PAGE 0776

WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544



STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS SS.
DOC. 161581
DATE October 30 2002
TIME 9:32 A M.
BOOK 107 PAGE 777
COUNTY CLERK
Nita K. Taylor
DEPUTY
Dale
RECORDER STAMP

A-9

FILED IN PLAT BOOK 106 PAGE 777

QUITCLAIM DEED
PARCEL A-9

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising 4.2487 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey entitled "Los Alamos National Laboratory Tract A-9," filed for record on the 27th day of September, 2002, as document number 160542, and recorded in Plat Book 106, page 738 of the records of said county. Reserving, however, to the GRANTOR, a non-exclusive air monitoring station easement described on said plat.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

By: *Ralph E. Erickson*
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared Ralph E. Erickson, to me personally known, who being by me duly sworn, did say that he is the Director, Office of Los Alamos Site Operations of the United States Department of Energy, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.



Pamela J. Seldin
Notary Public

My Commission expires: 4/9/06

ACCEPTANCE

In Testimony Whereof, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

ATTEST:  Sara K Taylor
County Clerk
DATE: 10/30/02

By: Geoff Rodgers
GEOFF RODGERS, COUNCIL CHAIR

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002 by Geoff Rodgers, to me personally known, who being by me duly sworn, did say that he is the Council Chair of the Incorporated County of Los Alamos, New Mexico, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

Sandra Salazar
Notary Public



My Commission expires: March 30, 2004



WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544

STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS ^{SS.}
DOC. 161582
DATE October 30 2002
TIME 9:33 A.M.
BOOK 107 PAGE 778
COUNTY CLERK Nita K Taylor
DEPUTY Adelle
RECORDER STAMP

LOS ALAMOS COUNTY CLERK
RECORDED
OCT 30 2002
107 778

QUITCLAIM DEED
PARCEL A-12

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising 4.5120 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Los Alamos National Laboratory Tract A-12," filed for record on the 27th day of September, 2002, as document number 160545, and recorded in Plat Book 106, page 741 of the records of said county.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q.

LMC FROM 107 PAGE 0778

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

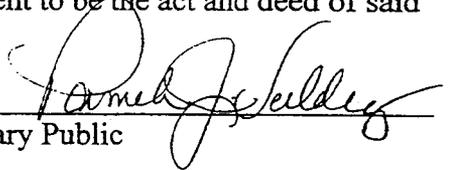
By: 
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared **Ralph E. Erickson**, to me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations of the United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.




Notary Public

My Commission expires: 4/9/06

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: Geoff Rodgers
GEOFF RODGERS, COUNCIL CHAIR

ATTEST K Taylor
DATE: 10/30/02
STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002, by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

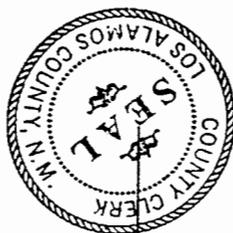
Sandra Salazar
Notary Public

My Commission expires: March 30, 2004



A-17
107
DATE 0779

WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544



STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS ss.
DOC. 161583
DATE October 30 2002
TIME 9:34 A M.
BOOK 107 PAGE 779
COUNTY CLERK
Nita K Taylor
DEPUTY [Signature]
RECORDER STAMP

QUITCLAIM DEED
PARCEL A-17

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106, page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcel of land comprising approximately 5.5251 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Los Alamos National Laboratory Tract A-17," filed for record on the 27th day of September, 2002, as document number 160546, and recorded in Plat Book 106, page 742 of the records of said county. Reserving, however, to the GRANTOR, a non-exclusive 20-foot wide access easement described on said plat.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q

LNC ENV 107 PAGE 0779

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

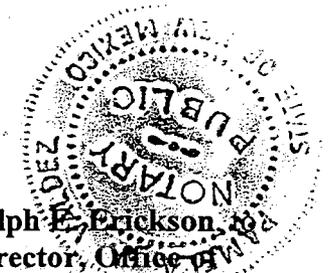
UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

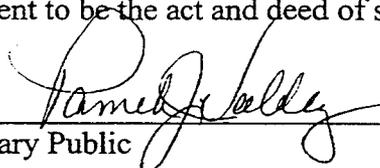
By: 
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared Ralph E. Erickson, ~~to~~ me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations of the United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.




Notary Public

My Commission expires: 4/9/06

ENC 107 PAGE 0779

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: *Geoff Rodgers*
GEOFF RODGERS, COUNCIL CHAIR


Nita K Taylor
County Clerk
DATE: *10/30/02*

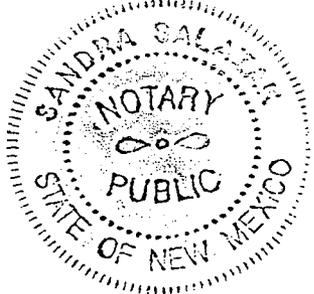
STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002, by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.

Sandra Salazar
Notary Public

My Commission expires: *March 30, 2004*



WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
901 TRINITY DRIVE
POST OFFICE DRAWER 1030
LOS ALAMOS, NEW MEXICO 87544



STATE OF NEW MEXICO
 COUNTY OF LOS ALAMOS ss.
 DOC. 161584
 DATE October 30 2002
 TIME 9:35 A M.
 BOOK 107 PAGE 780
 COUNTY CLERK
Nita K. Taylor
 DEPUTY [Signature]
RECORDER STAMP

LAST RECORDED 107 PAGE 0780

QUITCLAIM DEED
PARCELS A-19, A-19-1 & A-19-2

This indenture, made this 29th day of October 2002, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY**, (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE"); and.

WHEREAS, the GRANTOR and the GRANTEE entered into the *Conveyance Agreement Between The United States Of America Acting By And Through The United States Department Of Energy And Incorporated County Of Los Alamos, New Mexico Pursuant To 42 U.S.C. §2391 Note*, dated the 23rd day of September 2002, (the "Agreement") said Short Form of such Agreement being recorded in Book 106 Page 673 of the county records of Los Alamos County; and

WHEREAS, the GRANTOR, has the authority to convey the Property, as defined below, to the GRANTEE under the Atomic Energy Act of 1954, Section 161(g), 42 U.S.C. §2201(g);

WHEREAS, the Secretary of Energy is required to convey the Property, as described below, pursuant to Section 632 of Public Law 105-119, 42 U.S.C. §2391 note; and

WHEREAS, GRANTEE has the authority to accept such conveyance under N.M. Const., Art. X § 5 and §§ 3-18-1, *et seq.* N.M. Stat. Ann. 1978.

WITNESSETH;

The GRANTOR, in accordance with Public Law 105-119, and for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby quitclaims and conveys to the GRANTEE, its successors and assigns all right, title, and interests in the parcels of land designated as Parcel A-19, Parcel A-19-1 and Parcel A-19-2, comprising a total of 76.33 acres, more or less, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Los Alamos National Laboratory Tract A-19," filed for record on the 27th day of September, 2002, as document number 160547, and recorded in Plat Book 106, page 743 of the records of said county. Reserving, however, to the GRANTOR, the following non-exclusive easements described on said plat: a 100-foot-wide electric utility easement, a

50-foot-wide electric utility easement, a substation easement, and a stream gauge easement.

TOGETHER WITH ALL rights to said Property belonging or appertaining, including:

- A. all buildings, facilities, roadways, air rights, infrastructure, and improvements thereon and appurtenances thereto;
- B. all appurtenant easements and other rights appurtenant to the Property;
- C. all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;
- D. all rights to minerals, gas, oil, water and similar rights.

Subject to all easements, covenants, and restrictions of record and as set forth within this deed.

The GRANTOR has determined that the property is suitable for transfer and that no hazardous substances exist on the Property.

GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

GRANTOR covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTEE covenants that the GRANTOR, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's operations. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by GRANTEE.

The GRANTOR agrees to indemnify and hold harmless the GRANTEE or its successor against any claim for injury to a person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy

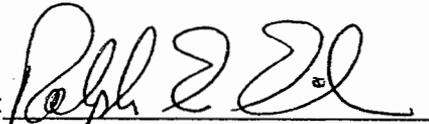
LAO FORM 107 DATED 0780

activities on the Property transferred under this Deed, to the extent the GRANTEE or its successor did not contribute to any such release or threatened release, all as set forth in Section 3158 of the National Defense Authorization Act of 1998 (Pub. L. No. 105-85), 42 U.S.C. 7274q

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, has caused this document to be executed.

EFFECTIVE the 29th day of October 2002.

UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy

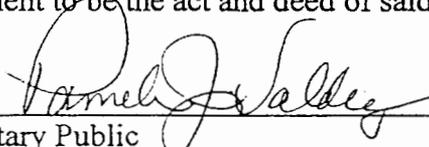
By: 
RALPH E. ERICKSON
Director, Office of Los Alamos Site
Operations

STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

On this 29th day of October, 2002, before me appeared **Ralph E. Erickson**, to me personally known, who being by me duly sworn, did say that he is the **Director, Office of Los Alamos Site Operations of the United States Department of Energy**, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, and acknowledged this instrument to be the act and deed of said United States.




Notary Public

My Commission expires: 4/9/06

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions contained therein.

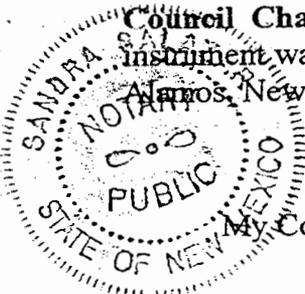
INCORPORATED COUNTY OF
LOS ALAMOS, NEW MEXICO

By: Geoff Rodgers
GEOFF RODGERS, COUNCIL CHAIR


Nita K Taylor
County Clerk
DATE: 10/30/02
STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the 29 day of October 2002, by **Geoff Rodgers**, to me personally known, who being by me duly sworn, did say that he is the **Council Chair of the Incorporated County of Los Alamos, New Mexico**, and that this instrument was signed by him with proper authority on behalf of the Incorporated County of Los Alamos, New Mexico.


SANDRA SALAZAR
NOTARY PUBLIC
STATE OF NEW MEXICO

Sandra Salazar
Notary Public

My Commission expires: March 30, 2004

L.M. R.M. 107 DANCER 0790

TRANSFER AGREEMENT

THIS AGREEMENT is entered into this 23 day of October, 2002, by and between the Department of Energy (DOE), represented by Ralph E. Erickson, the Director of the Office of Los Alamos Site Operations, and the Department of the Interior (DOI), Bureau of Indian Affairs (BIA), represented by Rob Baracker, Regional Director of the Southwest Region, for the transfer of real property at Los Alamos, New Mexico..

PURSUANT to the power and authority contained in under and pursuant to Section 161(g) of the Atomic Energy Act of 1954 (Public Law 83-703) as amended, and in accordance with Public Law 105-119, Title V, § 632, the Department of Energy hereby transfers to the Department of the Interior, Bureau of Indian Affairs, to be held in trust on behalf of the Pueblo of San Ildefonso, and subject to the conditions contained in this transfer, all remaining jurisdiction, custody and control of the hereinafter described land and improvements (the property) at the site of the Los Alamos National Laboratory, Los Alamos County, New Mexico, more particularly described as follows:

PARCEL B-1

A parcel of land being a part of the Ramon Vigil Grant in Los Alamos County, State of New Mexico. Being more particularly described as follows:

Commencing at AP-22 on the Southerly line of Tract A within the Ramon Vigil Grant as shown on the plat accepted by the General Land Office on January 10, 1939; thence S87°07'41"E along the Southerly line of said Tract A a distance of 1,136.50 feet to the Point of Beginning; thence continuing along the Southerly line of said Tract A the following six (6) courses: (1) thence S87°07'32"E a distance of 2,237.00 feet to the closing corner of Sections 32 & 33, T. 19 N., R. 7 E.; (2) thence S87°08'35"E a distance of 384.32 feet to AP-23 of said Tract A; (3) thence N68°32'59"E a distance of 1,302.18 feet to AP-24 of said Tract A; (4) thence S53°36'32"E a distance of 313.50 feet to AP-25 of said Tract A; (5) thence S15°52'25"E a distance of 75.24 feet to AP-26 of said Tract A; (6) thence N75°05'05"E a distance of 131.48 feet to the point of intersection of the Southerly line of Tract A and the Northerly Right-of-Way line of State Highway No. 4 as shown on the Right-of-Way Easement Plat prepared by The Zia Company for the Atomic Energy Commission dated January 4, 1968; thence S64°24'26"W along the said Northerly Right-of-Way line a distance of 235.19 feet; thence N26°48'19"W departing said Northerly Right-of-Way line a distance of 323.65 feet; thence S68°32'59"W a distance of 1,459.70 feet; thence S85°04'30"W a distance of 1,747.94 feet; thence N70°16'10"W a distance of 818.34 feet; thence N00°53'31"W a distance of 100.00 feet to the Point of Beginning.

Said parcel contains 650,769 square feet (14.9396 acres) more or less.

All bearings are on the NAD 83 New Mexico Central State Plain Grid Coordinate system. All distances are ground distances

RESERVING HOWEVER, to the Department of Energy, perpetual and assignable easements and rights-of-way in, on, over and across the above described land for the location, construction, operation, maintenance, alteration, repair and patrol of overhead electric transmission lines; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way. Said easements reserved being described as follows:

100 FOOT WIDE PERMANENT EASEMENT

A parcel of land being a part of the Ramon Vigil Grant in Los Alamos County, State of New Mexico. Being more particularly described as follows:

Commencing at AP-24 on the Southerly line of Tract A within the Ramon Vigil Grant as shown on the plat accepted by the General Land Office on January 10, 1939; thence S53°36'32"E along the said Southerly boundary line of said Tract A, a distance of 59.06 feet to the Point of Beginning; thence S53°36'32"E continuing along said Southerly boundary line a distance of 118.12 feet; thence S68°32'59"W departing said Southerly boundary line a distance of 59.54 feet; thence N26°48'19"W a distance of 100.44 feet; thence N68°32'59"E a distance of 6.04 feet to the Point of Beginning.

Said parcel contains 3,279 square feet (0.0753 acres) more or less.

All bearings are on the NAD 83 New Mexico Central State Plain Grid Coordinate system. All distances are ground distances.

AND

50 FOOT WIDE PERMANENT EASEMENT

A parcel of land being a part of the Ramon Vigil Grant in Los Alamos County, State of New Mexico. Being more particularly described as follows:

Beginning at AP-25 on the Southerly line of Tract A within the Ramon Vigil Grant as shown on the Plat accepted by the General Land Office on January 10, 1939, thence S15°52'25"E along the said Southerly boundary line of Tract A, a distance of

10.60 feet; thence S72°07'18"W departing said Southerly boundary line a distance of 120.20 feet; thence N26°48'19"W a distance of 50.61 feet; thence N72°07'18"E a distance of 100.07 feet to a point on the Southerly boundary line of Tract A; thence S53°36'32"E along said Southerly boundary line a distance of 48.55 feet to the Point of Beginning.

Said parcel contains 5,664 square feet (0.1300 acres) more or less.

All bearings are on the NAD 83 New Mexico Central State Plain Grid Coordinate system. All distances are ground distances.

ALL parcels and easements as shown on that certain land survey plat entitled "Los Alamos National Laboratory Tract B-1," prepared by Mountain Surveying & Mapping, Inc., and recorded in Plat Book 106 Page 744 of the records of Los Alamos County, New Mexico.

SAID TRANSFER being subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, if any.

This transfer is granted without consideration in keeping with Public Law 105-119, Title V, § 632 and is subject to the following conditions, restrictions, notices and covenants:

1. CERCLA COVENANT

DOE covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

DOE covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by DOE.

DOI, BIA covenants that the DOE, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

2. NOTICES

All correspondence and notices to be given pursuant to this Letter of Transfer shall be addressed, if to the transferor, to Director, Department of Energy, Office of Los Alamos Site

Operations, Los Alamos, New Mexico, 87544, and if to the transferee, to Rob Baracker, Regional Director, DOI, BIA, Southwest Region, P.O. Box 26567, Albuquerque, NM 87125-6567, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. SEVERABILITY

If any provision of this Transfer Agreement is held to be invalid, illegal, or unenforceable, that shall not affect or impair, in any way, the validity, legality, or enforceability of the remainder of this Letter of Transfer.

4. AMENDMENT

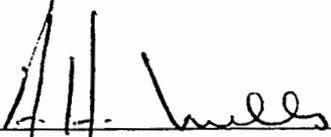
The terms of this Transfer Agreement may be modified at any time in writing with the agreement of both parties.

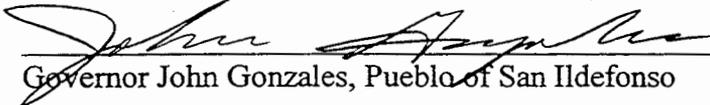
The transfer of the above-mentioned jurisdiction, custody, and control of the property described herein is hereby accepted and agreed to this 23 day of October, 2002.

UNITED STATES DEPARTMENT OF ENERGY

BY: 
Ralph E. Erickson, Director, Office of Los Alamos Site Operations

UNITED STATES DEPARTMENT INTERIOR, BUREAU OF INDIAN AFFAIRS

BY: 
Acting Rob Baracker, Regional Director, Southwest Region

WITNESS: 
Governor John Gonzales, Pueblo of San Ildefonso

TRANSFER AGREEMENT

THIS AGREEMENT is entered into this 23 day of October, 2002, by and between the Department of Energy (DOE), represented by Ralph E. Erickson, the Director of the Office of Los Alamos Site Operations, and the Department of the Interior (DOI), Bureau of Indian Affairs (BIA), represented by Rob Baracker, Regional Director of the Southwest Region, for the transfer of real property at Los Alamos, New Mexico.

PURSUANT to the power and authority contained in under and pursuant to Section 161(g) of the Atomic Energy Act of 1954 (Public Law 83-703) as amended, and in accordance with Public Law 105-119, Title V, § 632, the Department of Energy hereby transfers to the Department of the Interior, Bureau of Indian Affairs, to be held in trust on behalf of the Pueblo of San Ildefonso, and subject to the conditions contained in this transfer, all remaining jurisdiction, custody and control of the hereinafter described land and improvements (the property) at the site of the Los Alamos National Laboratory, Los Alamos County, New Mexico, more particularly described as follows:

PARCEL B-2

A parcel of land being a part of Township 19 North, Range 7 East of the New Mexico P.M., County of Santa Fe, State of New Mexico. Being more particularly described as follows:

Beginning at the West Quarter corner of Section 7 on the West line of said Township 19 North, Range 7 East; thence S00°52'04"W along the West line of said Township a distance of 478.34 feet to the corner of Sections 12/13 Township 19 North, Range 6 East; thence S07°05'39"W continuing along the West line of said Township 19 North a distance of 1,122.92 feet; thence S73°23'43"E departing said West line a distance of 410.59 feet; thence S48°38'20"E a distance of 332.02 feet; thence S62°36'03"E a distance of 214.35 feet; thence S 80°35'14" E a distance of 470.07 feet; thence S78°35'09"E a distance of 249.84 feet; thence S33°50'35"E a distance of 227.16 feet; thence S72°41'57"E a distance of 344.55 feet; thence S63°11'43"E a distance of 342.93 feet; thence S49°54'43"E a distance of 147.97 feet; thence S17°12'51"W a distance of 878.02 feet to the Southeasterly corner of the Bayo Canyon Tract as filed in the office of the County Clerk of Santa Fe County, State of New Mexico, in Book 15 at Page 34 of the Records of Maps on December 14th, 1966; thence S67°01'10"E a distance of 141.49 feet; thence S36°09'56"E a distance of 256.29 feet; thence S51°10'51"E a distance of 228.76 feet; thence S39°27'48"E a distance of 123.45 feet; thence S85°09'34"E a distance of 212.70 feet; thence N80°19'06"E a distance of 131.48 feet; thence N70°39'55"E a distance of 224.32 feet; thence S51°15'39"E a distance of 232.12 feet; thence S58°16'27"E a distance of 287.25 feet; thence S61°32'00"E a distance of 305.91 feet; thence S51°04'46"E a distance of 266.23 feet; thence S46°36'23"E

a distance of 830.27 feet; thence $S66^{\circ}48'57''E$ a distance of 409.31 feet; thence $S68^{\circ}43'44''E$ a distance of 696.73 feet; thence $S60^{\circ}26'44''E$ a distance of 878.19 feet; thence $S30^{\circ}16'45''E$ a distance of 523.56 feet; thence $S73^{\circ}56'19''E$ a distance of 1,272.56 feet; thence $S38^{\circ}34'24''E$ a distance of 829.09 feet; thence $S59^{\circ}09'35''E$ a distance of 447.76 feet; thence $S66^{\circ}50'54''E$ a distance of 633.79 feet to the corner of Sections 16/17/21/22; thence $S52^{\circ}32'34''E$ a distance of 152.77 feet to the Northerly Right-of-Way line of State Highway No. 4 as shown on Right-of-Way Map prepared by Wilson & Co. for the New Mexico State Highway Dept. Project No. F-054-1 (5), Dated as Final Map August 3, 1987; thence $S79^{\circ}08'30''E$ along said Northerly Right-of-Way line a distance of 1,346.85 feet to the Northerly Right-of-Way line of State Highway No. 4 as shown on Right-of-Way Map prepared by Wilson & Co. for the New Mexico State Highway Dept. Project No. ST PF-054-1 (204), Dated December 9, 1990; thence along said Northerly Right-of-Way line the following eleven (11) courses: (1) thence 645.26 feet along the arc of a 816.20 foot radius non-tangent curve to the right having a central angle of $45^{\circ}17'47''$ and subtending a chord bearing $S71^{\circ}57'38''E$ a distance of 628.59 feet; (2) thence $S49^{\circ}18'45''E$ a distance of 153.01 feet; (3) thence $N40^{\circ}41'15''E$ a distance of 39.88 feet; (4) thence $S49^{\circ}18'45''E$ a distance of 195.26 feet; (5) thence $S51^{\circ}47'56''E$ a distance of 177.06 feet; (6) thence 135.97 feet along the arc of a 605.03 foot radius curve to the left having a central angle of $12^{\circ}52'36''$ and subtending a chord bearing $S63^{\circ}26'01''E$ a distance of 135.69 feet; (7) thence $S75^{\circ}04'54''E$ a distance of 177.03 feet; (8) thence $S77^{\circ}33'48''E$ a distance of 757.99 feet; (9) thence $S79^{\circ}29'20''E$ a distance of 18.62 feet; (10) thence $N71^{\circ}58'11''E$ a distance of 972.06 feet; (11) thence $S88^{\circ}02'13''E$ a distance of 820.48 feet to a point on the East line of Section 21; thence $N00^{\circ}04'00''W$ along said East line of said Section 21 a distance of 845.05 feet to the corner of Sections 15/16/21/22; thence $N00^{\circ}07'57''W$ along the East line of Section 16 a distance of 2,641.27 feet to the Quarter corner between Sections 15/16; thence $N00^{\circ}02'21''W$ continuing along the East line of said Section 16 a distance of 2,635.99 feet to the corner of Sections 8/9/16/17; thence $N00^{\circ}04'02''W$ along the East line of Section 9 a distance of 2,639.67 feet to the Quarter corner between Sections 9/10; thence $N89^{\circ}48'58''W$ departing the East line of said Section 9 a distance of 5,260.55 feet to the Quarter corner between Sections 8/9; thence $S89^{\circ}44'13''W$ a distance of 5,292.45 feet to the Quarter corner between Sections 7/8; thence $N89^{\circ}53'32''W$ a distance of 4,068.52 feet to the Point of Beginning.

Said parcel contains 91,035,256 square feet (2,089.8819 acres) more or less.

All bearings are on the NAD 83 New Mexico Central State Plain Grid Coordinate system. All distances are ground distances.

INCLUDING all improvements located on the above described property although there are none known or identified at this time.

TOGETHER WITH an easement for ingress and egress to the above described parcel of land being more particularly described as follows:

INGRESS-EGRESS EASEMENT NO. 1

A 24 foot wide strip of land over and across a portion of Sections 17, 18, and 20, Township 19 North, Range 7 East of N.M.P.M., County of Santa Fe, State of New Mexico lying 12 feet on each side of the following described center line:

Beginning at a point on the North right-of-way line of State Road 4; whence the Northeast corner of Section 20 having NAD 83 New Mexico Central State Plain coordinates of N:1,772,380.21 feet E:1651088.02 feet, bears N63°27'59"E a distance of 1,136.48 feet; thence N69°49'49"W a distance of 310.03 feet; thence N67°27'52"W a distance of 507.11 feet; thence N67°30'01"W a distance of 318.41 feet; thence N 68°42'42" W a distance of 164.46 feet; thence N79°09'54"W a distance of 207.16 feet; thence N81°48'43"W a distance of 132.20 feet; thence N82°44'42"W a distance of 345.38 feet; thence N83°57'45"W a distance of 153.89 feet; thence N81°11'43"W a distance of 113.66 feet; thence N77°05'54"W a distance of 106.95 feet; thence N67°25'51"W a distance of 85.83 feet; thence N63°49'39"W a distance of 120.38 feet; thence N 70°11'14" W a distance of 99.32 feet; thence N73°51'04"W a distance of 85.40 feet; thence N76°47'09"W a distance of 117.81 feet; thence N80°54'17"W a distance of 102.07 feet; thence N84°00'55"W a distance of 150.33 feet; thence N89°54'14"W a distance of 330.11 feet; thence S83°44'39"W a distance of 111.51 feet; thence N89°42'34"W a distance of 117.29 feet; thence S83°22'47"W a distance of 85.11 feet; thence S76°15'43"W a distance of 81.04 feet; thence S78°33'50"W a distance of 198.92 feet; thence N 88°06'29" W a distance of 45.51 feet; thence N 68°37'50" W a distance of 40.53 feet; thence N 53°29'20" W a distance of 41.19 feet; thence N33°56'35"W a distance of 39.45 feet; thence N18°01'31"W a distance of 303.43 feet; thence N21°43'26"W a distance of 99.11 feet; thence N27°13'47"W a distance of 84.42 feet; thence N34°34'14"W a distance of 87.59 feet; thence N29°08'00"W a distance of 113.53 feet; thence N36°50'33"W a distance of 165.82 feet; thence N32°52'54"W a distance of 46.06 feet; thence N21°43'33"W a distance of 25.83 feet; thence N08°32'06"W a distance of 48.14 feet; thence N05°02'58"E a distance of 73.08 feet; thence N08°34'38"E a distance of 270.58 feet; thence N11°57'40"E a distance of 84.71 feet; thence N27°43'49"E a distance of 79.33 feet; thence N27°05'42"E a distance of 58.82 feet; thence N20°09'10"E a distance of 56.19 feet; thence N16°09'07"E a distance of 123.34 feet; thence N13°31'40"E a distance of 139.97 feet; thence N10°29'12"E a distance of 111.37 feet; thence N08°03'18"E a distance of 182.71 feet; thence

N11°34'49"E a distance of 44.60 feet; thence N15°32'19"E a distance of 183.74 feet; thence N01°03'41"E a distance of 56.39 feet; thence N16°02'51"W a distance of 43.45 feet; thence N31°17'31"W a distance of 60.52 feet; thence N42°40'52"W a distance of 60.60 feet; thence N50°37'23"W a distance of 101.67 feet; thence N50°22'20"W a distance of 342.00 feet; thence N54°20'10"W a distance of 175.69 feet; thence N51°06'35"W a distance of 127.00 feet; thence N57°02'59"W a distance of 94.36 feet; thence N57°22'31"W a distance of 76.64 feet; thence N59°13'42"W a distance of 39.67 feet; thence N42°47'19"W a distance of 85.14 feet; thence N42°33'52"W a distance of 71.86 feet; thence N48°28'25"W a distance of 68.48 feet; thence N61°38'01"W a distance of 84.20 feet; thence N75°29'14"W a distance of 65.10 feet; thence N69°10'12"W a distance of 80.53 feet; thence N62°46'58"W a distance of 99.51 feet; thence N57°13'28"W a distance of 166.56 feet; thence N63°06'45"W a distance of 98.95 feet; thence N67°13'55"W a distance of 164.70 feet; thence N43°06'51"W a distance of 98.11 feet; thence N43°39'56"W a distance of 102.94 feet; thence N38°49'09"E a distance of 48.45 feet to the point of terminus on the South boundary line of TA-74 Tract A; whence the West one-quarter corner of said Section 17 having NAD 83 New Mexico Central State Plain coordinates of N: 1,774,996.94 feet E: 1,645,795.51 feet, said point bears S49°46'25"E a distance of 2,156.16 feet; the side lines shall be lengthened or shortened to terminate on the North right-of-way line of said State Road 4 and on the said South Boundary line of TA-74 Tract A.

All bearings are NAD 83 New Mexico Central State Plain Grid Coordinate system. All distances are ground distances.

ALL parcels and easements as shown on that certain land survey plat entitled "Los Alamos National Laboratory Tract B-2," prepared by Mountain Surveying & Mapping, Inc., and recorded in Plat Book 513 Page 22-23 of the records of Santa Fe County, New Mexico.

SAID TRANSFER being subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, if any.

This transfer is granted without consideration in keeping with Public Law 105-119, Title V, § 632 and is subject to the following conditions, restrictions, notices and covenants:

1. CERCLA COVENANT

DOE covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken, or is in place and operating to the satisfaction of the State and Federal regulatory agencies, before the date of transfer.

DOE covenants that any additional remedial action found to be necessary after such date of transfer shall be performed by DOE.

DOI, BIA covenants that the DOE, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property.

2. ENVIRONMENTAL INVESTIGATION

Although there is no evidence of contamination in the parcel being hereby transferred, the parcel spans two watersheds (Bayo and Barrancas Canyon) and borders another (Pueblo Canyon). Evaluations already performed indicated that there is no unacceptable health risk; however, DOE will conduct additional investigations of potential contamination in the canyon systems and will determine whether any contamination exists which requires remediation. DOE will perform any remediation found to be necessary. BIA and the Pueblo will allow DOE access to the property to conduct the investigations and any necessary remediation. The plan for investigation is contained in a document entitled *Work Plan for the North Canyons*, prepared by the University of California, which operates the Los Alamos National Laboratory pursuant to a contract with DOE. All investigative work and associated reports are currently scheduled to be completed by February 23, 2006.

3. NOTICES

All correspondence and notices to be given pursuant to this Letter of Transfer shall be addressed, if to the transferor, to Director, Department of Energy, Office of Los Alamos Site Operations, Los Alamos, New Mexico, 87544, and if to the transferee, to Rob Baracker, Regional Director, DOI, BIA, Southwest Region, P.O. Box 26567, Albuquerque, NM 87125-6567, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. SEVERABILITY

If any provision of this Transfer Agreement is held to be invalid, illegal, or unenforceable, that shall not affect or impair, in any way, the validity, legality, or enforceability of the remainder of this Letter of Transfer.

5. AMENDMENT

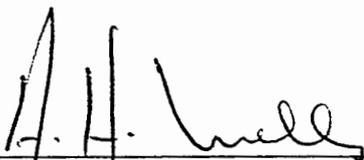
The terms of this Transfer Agreement may be modified at any time in writing with the agreement of both parties.

The transfer of the above-mentioned jurisdiction, custody, and control of the property described herein is hereby accepted and agreed to this 23 day of October, 2002.

UNITED STATES DEPARTMENT OF ENERGY

BY: 
Ralph E. Erickson, Director, Office of Los Alamos Site Operations

UNITED STATES DEPARTMENT INTERIOR, BUREAU OF INDIAN AFFAIRS

BY: 
Acting Rob Baracker, Regional Director, Southwest Region

WITNESS: 
Governor John Gonzales, Pueblo of San Ildefonso