

WHEN RECORDED RETURN TO:
LOS ALAMOS COUNTY
ATTN: COUNTY MANAGER
1000 CENTRAL AVENUE, SUITE 350
LOS ALAMOS, NEW MEXICO 87544

RECORDER STAMP

**PARCEL A-16-a
QUITCLAIM DEED**

This indenture is made this 8th day of Jan, 2018, between the **UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION** (hereinafter called "GRANTOR"), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (hereinafter called "GRANTEE").

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 24th 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;

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, as amended; 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 29.72 acres of land, (hereinafter "Property") situated in the County of Los Alamos, New Mexico, as described on that certain land survey plat entitled "Boundary/Survey Plat Prepared to Depict Tract A-16-a," recorded as document number 219237 at Book 165 and Page 122 of the Los Alamos County Clerk records.

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

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

Specifically excluding the "Vitrified Glass Block", as defined below, located in the "Hot Test Area" further identified in Attachment A, attached hereto and made a part hereof.

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, including but not limited to the "Vitrified Glass Block".

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, monitoring, surveillance, reporting and remediation activities and GRANTEE's operations. Any inspection, monitoring, surveillance, reporting and 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 and its successors, assignees, transferees, lenders and lessees against any claim for injury to a person or property that results from the release of or threatened release of a hazardous substance or pollutant or contaminant, including but not limited to the Vitrified Glass Block as a result of Department of Energy activities on the Property transferred under this Deed, consistent with the provisions of 50 U.S.C. § 2811.

The Property was determined to be appropriate for release, in accordance with DOE Order 458.1, *Radiation Protection of the Public and the Environment*, subject to the limitation on excavation in the following paragraph.

Attachment A shows the location of a Hot Test Area in MDA V within Parcel A-16-a. This area is the location of GRANTOR's in-situ vitrification experiment that used extreme heat to melt soil/rock to immobilize radioactive contaminants (the "Vitrified Glass Block"). The Vitrified Glass Block that is approximately 20 feet × 30 feet × 10 feet thick, currently located at a depth of approximately six (6) to ten (10) ft. The depth to the top of the block is expected to change over time due to erosion. GRANTEE's excavation work in the area of Attachment A is limited to a depth of four (4) feet at the specific coordinates for the Hot Test Area in order to avoid shattering GRANTOR's Vitrified Glass Block.

To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Quitclaim Deed, no indemnification shall extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents, employees, assigns, or successors of the indemnitee; or (ii) the giving of or failure to give directions or instructions by the indemnitee, or the agents, employees, assigns, or successors of the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

The conditions, restrictions, reservations and covenants set forth in the this Deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of the GRANTOR and GRANTEE, their successors and assigns and will be deemed to run with the land in perpetuity as a binding servitude with the Property, pursuant to applicable law.

[Signatures on the following pages]

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

EFFECTIVE the 8th day of January.

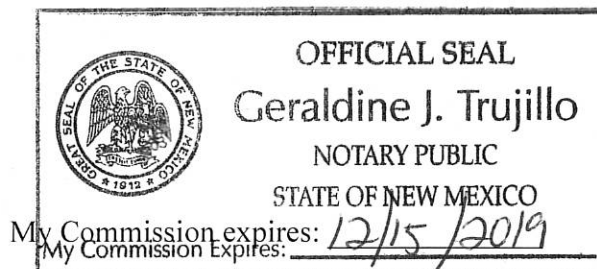
UNITED STATES OF AMERICA
Acting by and through the
U.S. Department of Energy, National
Nuclear Security Administration

By: Joelle Altamirano
JOELLE ALTAMIRANO
Real Estate Contracting Officer

STATE OF NEW MEXICO)
BERNALILLO COUNTY)

ACKNOWLEDGEMENT

On this 8th day of January, 2018, before me, a Notary Public, personally appeared **Joelle Altamirano**, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the written instrument, and that this instrument was signed by him with proper authority on behalf of the United States of America and said Department of Energy, National Nuclear Security Administration, and acknowledged this instrument to be the act and deed of said United States.



Geraldine J. Trujillo
Notary Public

ACCEPTANCE

IN TESTIMONY WHEREOF, witness the signature of the GRANTEE, the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO**, 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: _____
HARRY BURGESS
County Manager

ATTEST: _____
County Clerk

DATE: _____

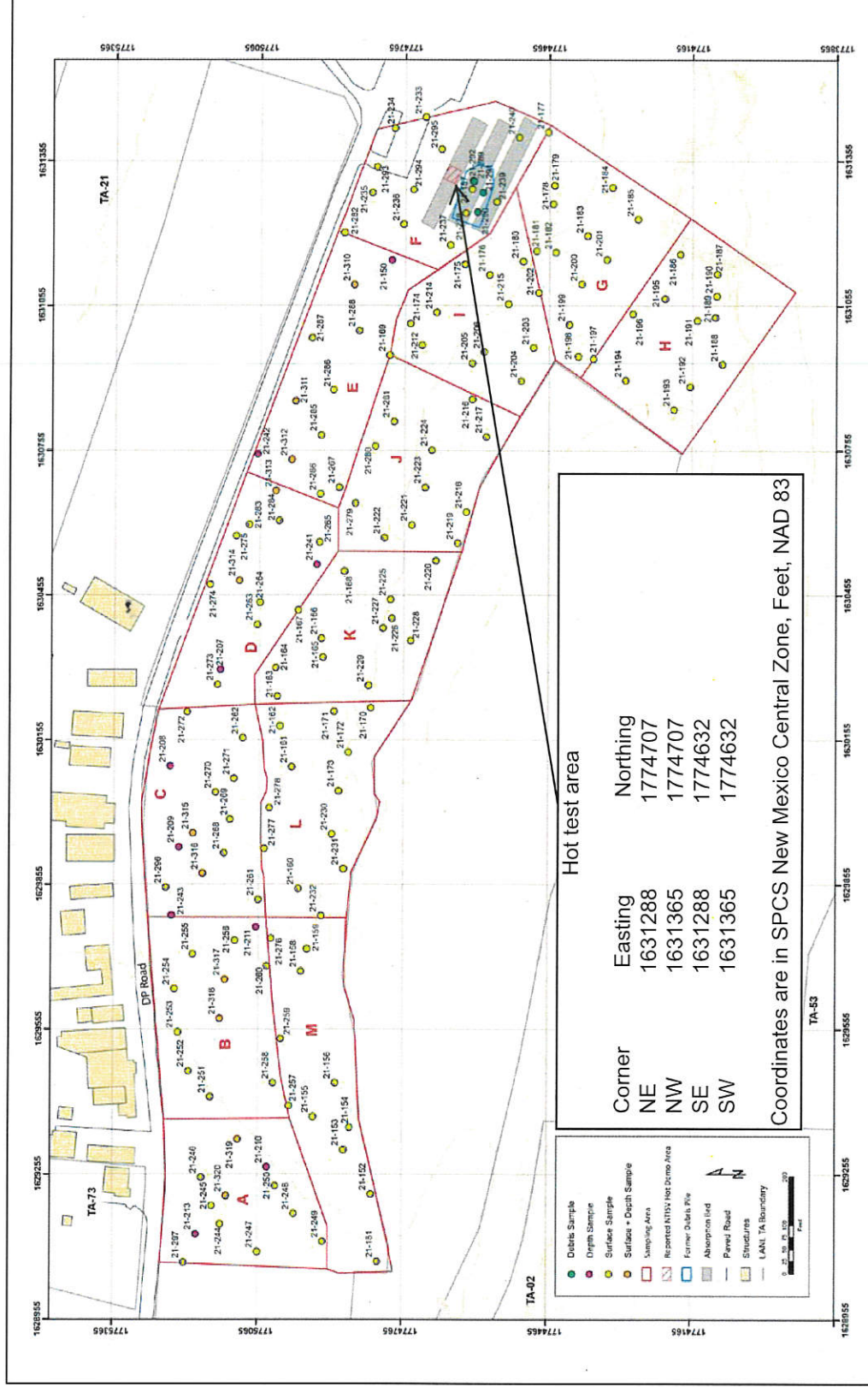
STATE OF NEW MEXICO)
LOS ALAMOS COUNTY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me the ____ day of _____
2018, by **Harry Burgess**, County Manager, on behalf of said County.

Notary Public

My Commission expires: _____



Sampling Area = Parcel A-16-a (29.72 acres)