

EASEMENT

Bayo Canyon, New Mexico FUSRAP Site

The Incorporated County of Los Alamos, a political subdivision of the State of New Mexico, hereinafter referred to as (Grantor), for the sum of \$10 and other valuable consideration, receipt of which is hereby acknowledged does hereby grant access, subject to the terms and conditions herein set forth, to the Bayo Canyon, New Mexico, Formerly Utilized Sites Remedial Action Program (FUSRAP) Site (Site) through an easement in, upon, over, under and across the Site, as further defined below, to the **UNITED STATES OF AMERICA** (Grantee), represented by the U.S. Department of Energy, Office of Legacy Management (DOE).

1. The Site, as described in Exhibit A, referenced herein and incorporated hereto, was formerly owned by Grantee, under the jurisdictional control of the United States Atomic Energy Commission (now DOE). The Site was transferred to the County of Los Alamos, State of New Mexico via quitclaim deed recorded on July 5, 1967, with the Clerk of Los Alamos County, New Mexico in Misc. Book 8, at Page 277, as Document No. 12200, Los Alamos County records. Grantor is the current fee simple owner of Site located in Los Alamos County, New Mexico and Santa Fe County, New Mexico.

2. The Site was designated in 1976 for remedial action under FUSRAP in view of small amounts of subsurface contamination remaining from high explosives experiments involving radioactive materials conducted there during the period 1944-61. A radiological survey of the site conducted by the Los Alamos Scientific Laboratory in 1976-77 identified three areas of subsurface strontium-90 contamination in excess of the criterion level. The selected remedial action was based on extensive radiological characterization and comprehensive engineering assessments. The selected remedial action comprised the emplacement of six permanent monuments around a 0.6-ha (1.5-acre) area containing the contamination and the filing of deed restrictions for this Site.

3. Grantor and Grantee agree and acknowledge that this Easement is necessary in order to protect human health and the environment. The purpose of this Easement is to prohibit excavation of the Site, except as described below, to ensure that the remedy remains protective, and Grantee retains the right of access to perform Site activities to support long term protectiveness.

4. Until the year 2142, the Grantor grants to Grantee the exclusive right of access, including rights of ingress and egress in, upon, over, under and across the Site to perform project activities related to inspections and site maintenance, if needed, and maintenance of markers or signs on the Site. This includes but is not limited to Grantee's right to make excavations of any type, including grading, ditching, or drilling, upon any part of the Site.

5. The Grantor for itself, its successors and assigns, agrees that for the protection of the environment, people, and property, Grantor is prohibited and shall prohibit others from exercising the Grantee's exclusive right to make excavations at the Site. Said land is part of Site No. 66, Bayo Canyon Parcel, as described in the Quitclaim Deed recorded on July 5, 1967, with the Clerk of Los Alamos County, New Mexico in Misc. Book 8, at Page 277, as Document No. 12200, Los Alamos County records.

6. Notwithstanding Paragraph 5 of this Easement, Grantor, its successors and assigns may excavate (which includes grading, ditching, or drilling) to a depth no lower than elevation 6620 ft. MSL, for the purpose of installing, constructing, maintaining, repairing, replacing, or relocating roads and utilities within the Site.

7. All current and future purchasers, lessees, or possessors of any relevant portion of the Site shall be deemed by their purchase, leasing, or possession of the Site to be notified of this Easement and agree for and among themselves, their heirs, successors, and assigns, that rights, conditions, and restrictions, as herein established, must be adhered to and their interest in the Site shall be subject to the rights, conditions, and restrictions contained herein.

8. The Grantor agrees that this Easement set out herein shall be recorded and incorporated by reference in each and all deeds and leases of any portion of the Site. This Easement shall be recorded by the Grantee in the Los Alamos County Clerk's Office .

9. Said Easement, including but not limited to its rights, conditions, and restrictions, are conveyed by Grantor subject to existing easements for public roads and highways, public utilities, and pipelines.

10. Grantee, its successors and assigns agrees to notify Grantor within seventy-two (72) hours of any required access to the Site. Grantee will coordinate access with Grantor, its successors or assigns, to minimize interference of their use and enjoyment of the Site.

11. Grantor, its successors or assigns, shall notify the Grantee by certified mail or electronic means, at least thirty (30) days prior to any conveyance, or intent to convey any interest in the Site.

12. Grantee, its successors and assigns, agrees that it shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the Site.

13. The rights, conditions, and restrictions detailed in this Easement, or any portion of them, may, from time to time, be removed from the Site or portions thereof, at the sole discretion of the

Grantee, when the Grantee has determined that the Site meets regulatory standards, otherwise the rights, conditions, and restrictions of this Easement shall continue in effect.

14. Whenever any Party to this Easement seeks to give or serve notice, demand, or other communication with respect to this Easement, such notice, demand, or communication shall be in writing and shall be sent simultaneously to an authorized representative of Grantor and to the Grantee, by electronic means or certified mail with return receipt requested.

15. Notices.

- a. Notice to Grantor and Designee. Any notice from Grantee to Grantor shall be given to:

County Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Telephone: (505) 663-1750
Email: lacmanager@losalamosnm.gov

Notice to Grantee. Any notice from Grantor to Grantee shall be given to:

Realty Officer
U.S. Department of Energy
2597 Legacy Way
Grand Junction, CO 81503 Telephone: (970) 248-6000
Email: LMRealProperty@lm.doe.gov

16. Each of the Parties to this Easement hereby acknowledge their own responsibility to notify the other if the address or point of contact listed above should change for any reason whatsoever.

17. If any portion of this Easement is determined to be invalid or unenforceable for any reason, the remaining portion of the agreement shall remain in full force and effect.

Exhibit A

UNITED STATES
DEPARTMENT OF ENERGY

OFFICE OF LEGACY MANAGEMENT
BAYO CANYON SITE
A PORTION OF SECTION 13, T.19N., R.6E., AND SECTION 7
T.19N., R.7E., N.M.P.M. IN LOS ALAMOS AND SANTA FE COUNTIES

Narrative:
The Bayo Canyon Site was surveyed and monumented by Gary Dawson, NMPLS #7014, completed on the 4th of September, 1982. The record of survey was not filed with either Santa Fe county or Los Alamos county, but a surveyor's certificate was provided with legal descriptions and is a part of the "Final Report on Remedial Action at the Bayo Canyon Site" currently in the US Department of Energy Office of Legacy Management's official records. The legal descriptions are utilized in this retracement survey and are considered the primary description for restrictive covenants as outlined in said Final Report. This resurvey finds that the monuments as called for in aforesaid legal descriptions substantially match the location and description of monuments found at the Bayo Canyon Site.

Legal Description Parcel A, as prepared by NMPLS #7014:
All that part of Bayo Canyon parcel of the survey of eastern Los Alamos County tracts and parcels, County of Los Alamos, State of New Mexico, the plat of said survey filed for record in the Office of the County Clerk of Los Alamos County, New Mexico, in Plat Book 1, page 59, on the 16th day of August, 1965, as Document No. 4552, and being located in S. 13, T.19N, R.6E, N.M.P.M., which part may be described as follows:

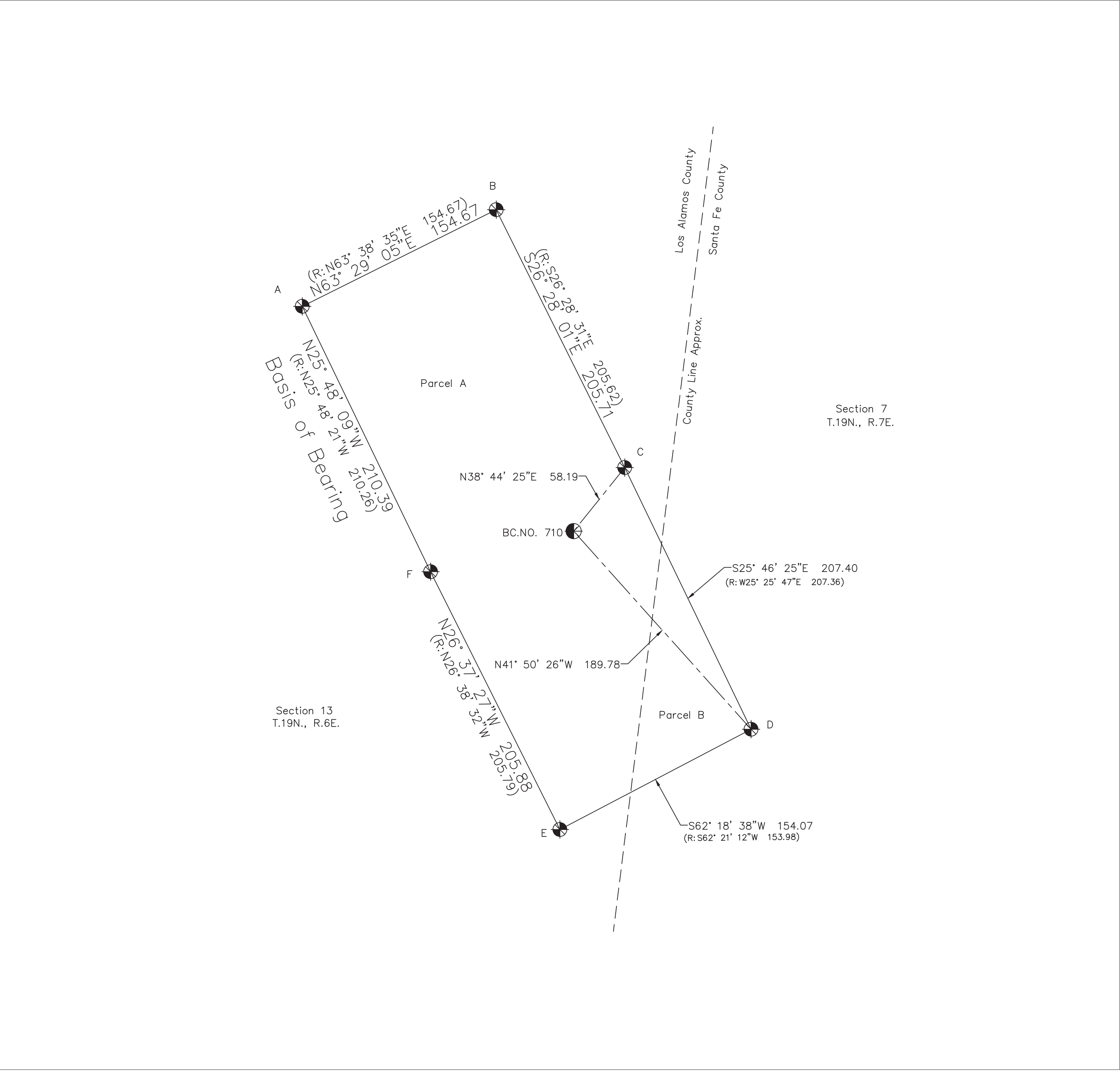
Commencing at a point on the east boundary of said Bayo Canyon parcel, also being the county line common to Los Alamos and Santa Fe counties, which point lies N07°05'55"E, 505.27 feet more or less, from a U.S.G.L.O. brass cap marking the southwest corner of Section 7, T.19N., R.7E.; thence S62°21'12"W, 56.94 feet to a brass cap "E" set in concrete; thence N26°38'32"W, 205.79 feet to brass cap "F", set in concrete; thence N25°48'21"W, 210.26 feet to brass cap "A", set in concrete; thence N63°29'35"E, 154.67 feet to brass cap "B", set in concrete; thence S26°28'31"E, 205.62 to brass cap "C", set in concrete; thence S25°45'47"E, 60.42 feet to a point on the east boundary of said Bayo Canyon parcel; thence S07°05'55"W, 178.74 feet along said east boundary, to the point and place of beginning.

Containing 1.318 acres more or less

Legal Description Parcel B, as prepared by NMPLS #7014:
All that part of Bayo Canyon tract being located in Section 7, T.10N., R.7E., N.M.P.M., County of Santa Fe, State of New Mexcio; the plat of said Bayo Canyon tract being filed for record in the Office of the County Clerk of Santa Fe County, New Mexico, on the 14th day of December, 1966, as Document No. 197.301; which said part may be described as follows:

Commencing at a point on the west boundary of said Bayo Canyon tract, also being the county line common to Santa Fe and Los Alamos counties, which point lies N07°05'55"E, 505.27 feet more or less, from a U.S.G.L.O. brass cap marking the southwest corner of Section 7, T.19N., R.7E.; thence N07°05'55"E., 178.74 feet to a point; thence S25°45'47"E, 146.94 feet to brass cap "D", set in concrete; thence S62°21'12"W, 97.04 feet to the point and place of beginning.

Containing 0.163 acres more or less.



Basis of Bearing:

COMMENCING AT CORNER "A" BEING A 3.25 INCH BRASS CAP IN A CONCRETE PAD, WHENCE CORNER "F", BEING A 3.25 INCH BRASS CAP IN A CONCRETE PAD, BEARS S. 25°48'09" E., A DISTANCE OF 210.39 FEET, ALL OTHER BEARINGS BEING RELATIVE THERETO.

Coordinate System:
NAD83(2011) New Mexico Central State Plane 3003 (modified to ground)

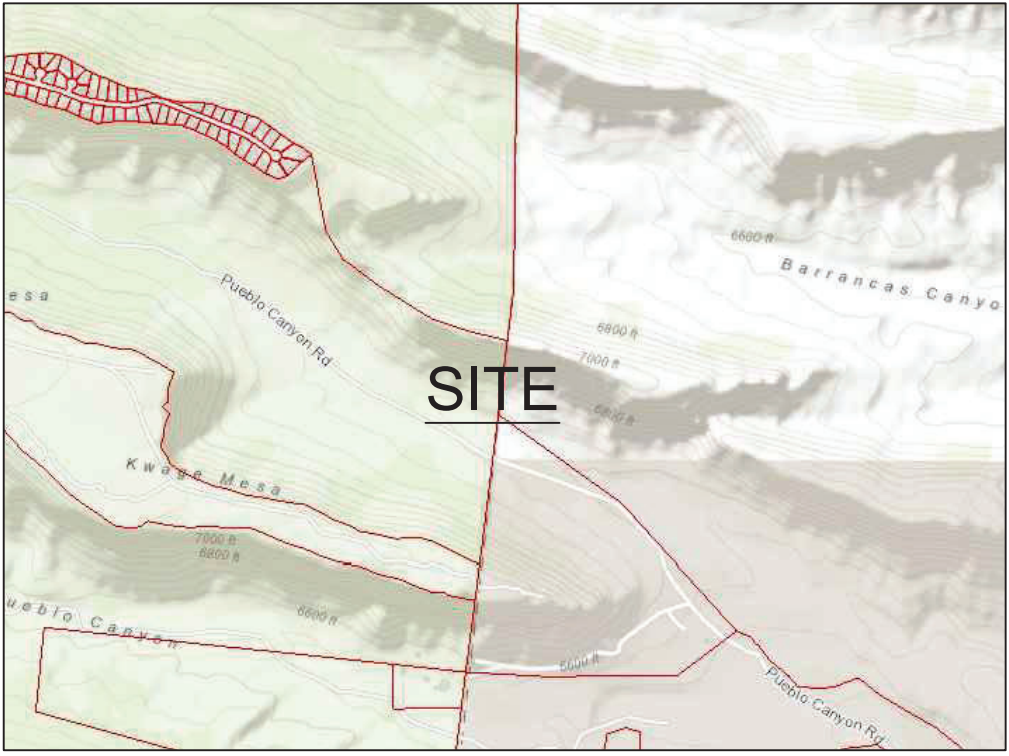
Project Location
Lat: N35.88749879
Long: W106.24678763
Scale Factor: 1.0004143990
False Northing: 0.00'
False Easting: 0.00'

All distances are measured at ground.

Units: US Survey Feet

LEGEND

- 3.25 INCH BRASS TABLET IN CONCRETE.
- 2 INCH BRASS CAP IN CONCRETE.
- (R:) Record Bearing and Distance



VICINITY MAP

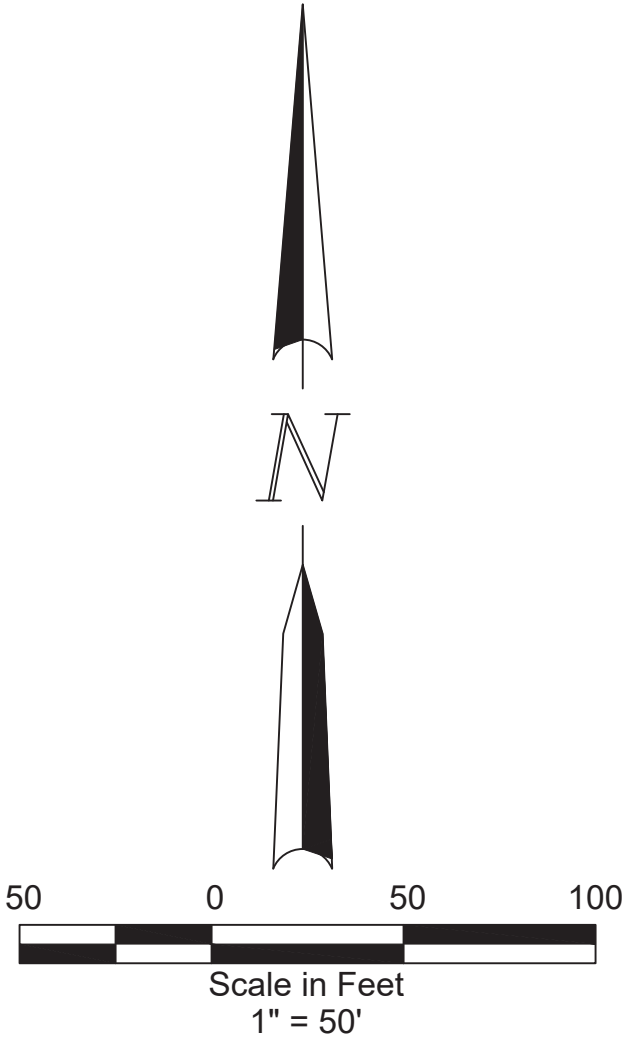
COORDINATE TABLE		
	NAD83 (2011) LONGITUDE	NAD83 (2011) LATITUDE
BRASS CAP "A"	-106.24709665	35.88801895
BRASS CAP "B"	-106.2466296	35.88820855
BRASS CAP "C"	-106.2463202	35.88770284
BRASS CAP "D"	-106.2460159	35.88718993
BRASS CAP "E"	-106.2464763	35.88699334
BRASS CAP "F"	-106.2467876	35.88749879
BC. NO. 710	-106.2464431	35.88757821

Surveyor Certification

I, Jeffery J. Schaaf, New Mexico Professional Surveyor No. 30138 hereby certify that this Boundary Survey was performed by me or under my supervision and that it is true and correct to the best of my belief and knowledge.

JEFFERY SCHAAF
(Affiliate)

Digitally signed by JEFFERY SCHAAF (Affiliate)
Date: 2025.08.19 07:56:25 -0600



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