

UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO

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UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No. 1:24-cv-01463

v.

UNION CARBIDE CORPORATION  
and UMETCO MINERALS CORPORATION,

Defendants.

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## I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) as amended, seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Uravan Uranium Project Superfund Site in the western portion of Montrose County, Colorado, approximately thirteen miles northwest of the town of Nucla, Colorado (“Site”), together with accrued interest.

B. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, EPA notified the State of Colorado (“State”) on November 2, 2021, of negotiations with potentially responsible parties (“PRPs”) regarding the Site.

C. In accordance with Section 122(j)(1) of CERCLA, EPA notified the United States Department of the Interior on November 2, 2021, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship.

D. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

E. EPA selected a remedial action to be implemented at the Site, which is embodied in a final Record of Decision (“ROD”), executed on June 1, 2018, on which the State has given its concurrence. The ROD ratified work performed pursuant to a Consent Decree entered in 1987 among the State of Colorado and Settling Defendants, under which cleanup work at the Site was conducted by Settling Defendants pursuant to a State Remedial Action Plan, and provided for institutional controls to address waste left in place at the Site pursuant to the State’s Remedial Action Plan and to ensure long-term protectiveness of the Site. A 30-day public comment period on the proposed ROD and a public meeting in Nucla, Colorado passed without any comments received on the proposed plan or alternatives. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

F. On December 28, 2022 and February 2, 2023, Umetco Minerals Corp. recorded Notices of Environmental Use Restrictions (“Restrictive Notices”) that provide institutional controls for the Site.

G. The Site is subject to multiple jurisdictional authorities, including Title II of the Uranium Mill Tailings Radiation Control Act (“UMTRCA”), 42 U.S.C. § 7901 *et seq.* UMTRCA requires eventual state or federal ownership of disposal sites, under general license from the United States Nuclear Regulatory Commission (“NRC”). Once the State submits a Completion Review Report for the Site, which the NRC accepts, then Umetco Corporation’s radioactive materials license will be terminated. Once Umetco Corporation’s radioactive materials license is terminated, the United States Department of Energy (“DOE”) will assume ownership of property on which there is remaining contamination, for long-term management by DOE’s Legacy Management Program under an NRC license. Other portions of the Site may be transferred to Montrose County or other authorized entity. The Site is also subject to the

Colorado Environmental Covenants Act, C.R.S. § 25-15-317, et seq., which requires use restrictions whenever waste is to be left in place at a cleanup site in Colorado.

H. In connection with response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

I. The United States alleges that Settling Defendants are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

J. The defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit or deny any fact or conclusion herein and any actions undertaken by Settling Defendants at or in connection with the Site do not constitute an admission of any liability. In addition, the Settling Defendants do not admit or acknowledge that any alleged release or threatened release of hazardous substances at or from the Site constitutes an imminent or substantial endangerment to public health or welfare or the environment.

K. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge entry or the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their successors and assigns. Except as provided in Paragraph 27 (Termination of Property Requirements Upon Transfer of Affected Property), any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

## **IV. DEFINITIONS**

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms

listed below are used in this Consent Decree or its appendices, the following definitions shall apply:

“Affected Property” means all real property at the Site and any other real property, owned or controlled by Settling Defendants, where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site, including, but not limited to, the following properties, identified in the map and property descriptions included in Appendix A.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended.

“Consent Decree” shall mean this Consent Decree, including Appendix A.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which approval of this Consent Decree is recorded on the Court’s docket.

“EPA” shall mean the U.S. Environmental Protection Agency.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Future Response Costs” includes (1) all costs that EPA incurs in implementing and overseeing implementation of this Consent Decree after the Effective Date, including, but not limited to, direct and indirect costs; and (2) all other costs that EPA incurs at or in connection with the Site, including but not limited to negotiating any agreement with DOE, deleting the Site from the National Priorities List, and five-year reviews.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean the United States and Settling Defendants.

“Past Response Costs” shall mean all costs, including but not limited to, direct and indirect costs that the EPA paid at or in connection with the Site through the Effective Date of this Consent Decree, plus interest on all such costs that may have accrued.

“Plaintiff” shall mean the United States.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992, also known as the Resource Conservation and Recovery Act.

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendants” means Union Carbide Corporation and Umetco Minerals Corporation. As used in this Consent Decree, this definition means all settling defendants, collectively, and each settling defendant, individually.

“Settling Defendants’ Related Party” means The Dow Chemical Company in its capacity as the corporate parent of or an alleged successor to the Settling Defendants.

“Site” means the Uravan Uranium Project Superfund Site, encompassing approximately 700 acres, located approximately 13 miles northwest of the town of Nucla, Colorado, in the west portion Montrose County on Highway 141.

“Special Account” means the special account, within the Fund, established for the Site by EPA under Section 122(b)(3) of CERCLA.

“State” shall mean the State of Colorado.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

## V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants to make a cash payment to resolve the United States’ claims for EPA’s Past Response Costs and Future Response Costs at the Site under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), as provided in the Covenants by Plaintiff in Section VIII, subject to the Reservations of Rights by United States in Section IX.

## VI. PAYMENT OF RESPONSE COSTS

5. **Payment by Settling Defendants for Response Costs.** Within 30 days after the Effective Date, Settling Defendants shall pay to EPA \$600,000 plus an additional sum for Interest on that amount calculated from the date of lodging through the date of payment.

6. Settling Defendants shall make payment by Fedwire Electronic Funds Transfer (EFT) in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the District of Colorado after the

Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, Site/Spill ID Number 08-46, and DJ Number 90-11-3-12130, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Weslynn Reed, Counsel—U.S. Operations, Regulatory and North America  
The Dow Chemical Company  
2211 H.H. Dow Way  
Midland, MI 48674  
Telephone: 989.496.1167  
Email: [wpreed@dow.com](mailto:wpreed@dow.com)

on behalf of Settling Defendants. Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to DOJ and EPA in accordance with Section XV (Notices and Submissions).

7. **Deposit of Payments.** EPA may deposit the amounts paid under Paragraph 5 in the Fund and/or in the Special Account. Amounts deposited in the Special Account may be retained and used to conduct or finance response actions at or in connection with the Site, or transferred by EPA to the Fund.

8. **Notice of Payment.** At the time of payment, Settling Defendants shall send to EPA and DOJ in accordance with Section XV (Notices and Submissions), a notice of this payment including references to the CDCS Number, Site/Spill ID Number 08-46, and DJ Number 90-11-3-12130.

## VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. **Interest on Late Payments.** If any Settling Defendant fails to make any payment required by Paragraph 5 (Payment by Settling Defendants for Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

### 10. Stipulated Penalty

a. If any amounts due under Paragraph 5 (Payment by Settling Defendants for Response Costs) are not paid by the required due date, Settling Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 9 (Interest on Late Payments), \$1,000 per violation per day that such payment is late.

b. If Settling Defendants do not comply with Section XII (Property Requirements), Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, \$1,000 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA. Settling Defendants shall make all payments at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link, and including references to the Site/Spill ID and DJ number listed in Paragraph 6 and shall send



notice of such payments in accordance with the procedures under Paragraph 8 (Notice of Payment). Settling Defendants shall indicate in the comment field on the <https://www.pay.gov> payment form that the payment is for stipulated penalties.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

13. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency of any Settling Defendant or the failure by any Settling Defendant to make the payments required under this Consent Decree, the remaining Settling Defendant shall be responsible for such payments.

14. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

#### VIII. COVENANTS BY PLAINTIFF

15. **Covenants for Settling Defendants and Settling Defendants' Related Party by United States.** Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants or Settling Defendants' Related Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to all response actions taken or to be taken and all Past Response Costs and Future Response Costs incurred or to be incurred by EPA at or in connection with the Site, but with respect to Settling Defendants' Related Party only to the extent that the alleged liability arises solely from its status as a corporate parent or alleged successor to the liability of the Settling Defendant. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants extend only to Settling Defendants and Settling Defendants' Related Party and do not extend to any other person.



## IX. RESERVATION OF RIGHTS BY UNITED STATES

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Paragraph 15 (Covenants for Settling Defendants by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based on the ownership or operation of the Site by Settling Defendants when such ownership or operation commences after signature of this Consent Decree by Settling Defendants;
- e. liability based on Settling Defendants' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree, by Settling Defendants;
- f. liability for any response costs the U.S. Department of Energy may incur at the Site; and
- g. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site by Settling Defendants.

## X. COVENANTS BY SETTLING DEFENDANTS

17. **Covenants by Settling Defendants.** Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, on behalf of EPA, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Colorado Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Site.

18. Except as provided in Paragraph 20 (claims against other PRPs) and Paragraph 25 (res judicata and certain other defenses), the covenants in this Section shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations in Section IX (Reservations of Rights by United States), other than in Paragraph 16.a (liability for failure to meet a requirement of the Consent Decree) or 16.b (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

20. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

## **XI. EFFECT OF SETTLEMENT/CONTRIBUTION**

21. Except as provided in Paragraph 20 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section X (Covenants by Settling Defendants), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

22. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Defendants have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all Past Response Costs and Future Response Costs incurred or to be incurred by EPA, at or in connection with the Site; provided, however, that if the United States

exercises rights under the reservations in Section IX (Reservations of Rights by United States), other than in Paragraph 16.a (liability for failure to meet a requirement of the Consent Decree) or 16.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

23. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

24. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VIII.

## **XII. PROPERTY REQUIREMENTS**

26. **Agreements Regarding Access and Non-Interference.** Settling Defendants shall, with respect to the Affected Property:

a. Provide the United States and its representatives, contractors, and subcontractors with access at all reasonable times to the Affected Property to conduct any activity relating to response actions at the Site including the following activities:

Verifying any data or information submitted to the United States;

Conducting investigations regarding contamination at or near the Site;

Obtaining samples;

Assessing the need for, planning, implementing, or monitoring response actions;

Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents;

Assessing Settling Defendants' compliance with the Consent Decree;

Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under the Consent Decree; and

Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Affected Property.

b. Refrain from using the Affected Property in any manner that EPA determines will (i) pose an unacceptable risk to human health or to the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of response actions at the Site, including the use restrictions set forth in Restrictive Notices associated with the Affected Property, and further including compliance with long-term operations and maintenance components of sections 4 and 5 of the State Remedial Action Plan and the Affected Property's Radioactive Materials License, No. 660-02.

c. **Notice of Transfers of Affected Property.** Settling Defendants shall, prior to entering into a contract to Transfer any portion of the Affected Property, or 60 days prior to Transferring any portion of the Affected Property, whichever is earlier, to any entity other than DOE:

Notify the proposed transferee that EPA has selected a response action regarding the Site; and

Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

27. **Termination of Property Requirements Upon Transfer of Affected Property.** When any portion of the Affected Property transfers to DOE, Montrose County, or any other authorized entity, Settling Defendants' obligations under this Section XII of the Consent Decree will be deemed satisfied and extinguished as to that portion of the Affected Property subject to Transfer.

28. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

### **XIII. DISPUTE RESOLUTION**

29. Dispute resolution procedures of this Section apply only to disputes arising under Section XII (Property Requirements) of this Consent Decree. The United States may enforce any requirement of the Consent Decree that is not the subject of a pending dispute under this Section.

30. A dispute will be considered to have arisen when one or more parties sends a written notice of dispute ("Notice of Dispute") in accordance with this Paragraph. Disputes arising under this Section XIII of this Consent Decree must, in the first instance, be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations may not exceed 20 days after the dispute arises, unless the parties to the dispute otherwise agree.

If the parties cannot resolve the dispute by informal negotiations, the position advanced by EPA is binding unless Settling Defendants initiate formal dispute resolution under Paragraph 31.

### 31. **Formal Dispute Resolution**

a. **Statements of Position.** Settling Defendants may initiate formal dispute resolution by serving on the Plaintiffs, within 20 days after the conclusion of informal dispute resolution under Paragraph 30, an initial Statement of Position regarding the matter in dispute. The Plaintiffs' responsive Statements of Position are due within 20 days after the receipt of the initial Statement of Position. All Statement of Position must include supporting factual data, analysis, opinion, and other documentation. A reply, if any, is due within 10 days after receipt of the response. If appropriate, EPA may extend the deadlines for filing statements of position for up to 45 days and may allow the submission of supplement statements of position.

b. **Formal Decision.** The Director of the Superfund & Emergency Management Division, EPA Region 8, will issue a formal decision resolving the dispute ("Formal Decision") based on the statements of position and any replies and supplemental statements of position. The Formal Decision is binding on Settling Defendants unless they timely seek judicial review under Paragraph 32.

c. **Compilation of Administrative Record.** EPA shall compile an administrative record regarding the dispute, which must include all statements of position, replies, supplemental statements of position, and the Formal Decision.

### 32. **Judicial Review**

a. Settling Defendants may obtain judicial review of the Formal Decision by filing, within 20 days after receiving it, a motion with the Court and serving the motion on all Parties. The motion must describe the matter in dispute and the relief requested. The parties to the dispute shall brief the matter in accordance with local court rules.

b. **Review on the Administrative Record.** Judicial review of disputes regarding adequacy of Settling Defendants' management of Affected Property to both avoid an unacceptable risk to human health or the environment due to exposure to hazardous substances and maintenance of the implementation, integrity, and protectiveness of response action at the Site must be on the administrative record. For all of these disputes, Settling Defendants bear the burden of demonstrating that the Formal Decision was arbitrary and capricious or otherwise not in accordance with law.

c. Judicial review of any dispute not governed by Paragraph 32.b shall be governed by applicable principles of law.

33. The initiation of dispute resolution procedures under this Section does not extend, postpone, or affect in any way any requirement of this Consent Decree, except as EPA agrees, or as determined by the Court. Stipulated penalties with response to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute.

#### XIV. RETENTION OF RECORDS

34. Until 10 years after the Effective Date, each Settling Defendant shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Defendants must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

35. After the conclusion of the document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ, except as provided in Paragraph 36 (Privileged and Protected Claims), Settling Defendants shall deliver any such Records to EPA.

#### 36. **Privileged and Protected Claims**

a. Settling Defendants may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 36.b., and except as provided in Paragraph 36.c.

b. If Settling Defendants assert a claim of privilege or protection, they shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record’s contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendants shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendants shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendants’ favor.

c. Settling Defendants may make no claim of privilege or protection regarding:

any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

the portion of any Record that Settling Defendants are required to create or generate pursuant to this Consent Decree.

37. **Business Confidential Claims.** Settling Defendants may assert that all or part of a Record submitted to Plaintiff under this Section or Section XIV (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendants shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendants assert a business confidentiality claim. Records that Settling Defendants



claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

38. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

### XV. NOTICES AND SUBMISSIONS

39. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

**As to DOJ by email:** eescasemanagement.enrd@usdoj.gov

**As to DOJ by mail:** EES Case Management Unit  
U.S. Department of Justice  
Environment and Natural Resources Division  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-12130

**As to EPA:** *via email to:*  
[Nicholson.Brandon@epa.gov](mailto:Nicholson.Brandon@epa.gov)  
Re: Site/Spill ID # 08-46

**As to the Regional  
Financial  
Management Officer:** *via email to:*  
[Johnson.Karren@epa.gov](mailto:Johnson.Karren@epa.gov)  
Re: Site/Spill ID # 08-46

**As to Settling Defendants:** Tom Gieck, *via email to:*  
[gieckte@dow.com](mailto:gieckte@dow.com)  
*with a copy via email to:*  
[wpreed@dow.com](mailto:wpreed@dow.com)



## **XVI. RETENTION OF JURISDICTION**

40. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

## **XVII. INTEGRATION/APPENDICES**

41. This Consent Decree, including Appendix A, constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the matters addressed in this settlement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

## **XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

42. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

43. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

## **XIX. SIGNATORIES/SERVICE**

44. Each undersigned representative of a Settling Defendant and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, or his/her designee certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

45. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

46. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

**XX. FINAL JUDGMENT**

47. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendants. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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United States District Judge

Signature Page for Consent Decree Regarding Uravan Uranium Project Superfund Site

**FOR THE UNITED STATES OF AMERICA:**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
*/s Jeffrey Sands*  
Jeffrey Sands  
Deputy Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
150 M Street NE  
Washington, D.C. 20002

\_\_\_\_\_  
*/s Erika M. Wells*  
Erika M. Wells  
Senior Counsel  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
7600 Sand Point Way, NE, c/o NOAA Seattle,  
WA 98115

Signature Page for Consent Decree Regarding Uravan Uranium Project Superfund Site

**AARON  
URDIALES** Digitally signed by  
AARON URDIALES  
Date: 2024.05.02  
14:35:18 -06'00'

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Aaron Urdiales, Division Director  
Superfund and Emergency Management Division  
U.S. Environmental Protection Agency, Region 8

**KENNETH  
SCHEFSKI** Digitally signed by  
KENNETH SCHEFSKI  
Date: 2024.05.02  
15:20:22 -06'00'

---

Kenneth C. Schefski, Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 8

**MAX  
GREENBLUM** Digitally signed by MAX  
GREENBLUM  
Date: 2024.05.01  
12:31:34 -06'00'

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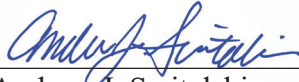
Max Greenblum, Senior Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 8

Signature Page for Consent Decree Regarding UraVan Uranium Project Superfund Site

**FOR UNION CARBIDE CORPORATION:**

April 24, 2024

\_\_\_\_\_  
Dated



\_\_\_\_\_  
Andrew J. Switalski  
Vice President, Secretary, and General Counsel  
Union Carbide Corporation  
2211 H.H. Dow Way  
Midland, MI 48674

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation System

Address: 111 Eighth Avenue  
New York, NY 10111

Signature Page for Consent Decree Regarding Uravan Uranium Project Superfund Site

**FOR UMETCO MINERALS CORPORATION:**

April 24, 2024

Dated



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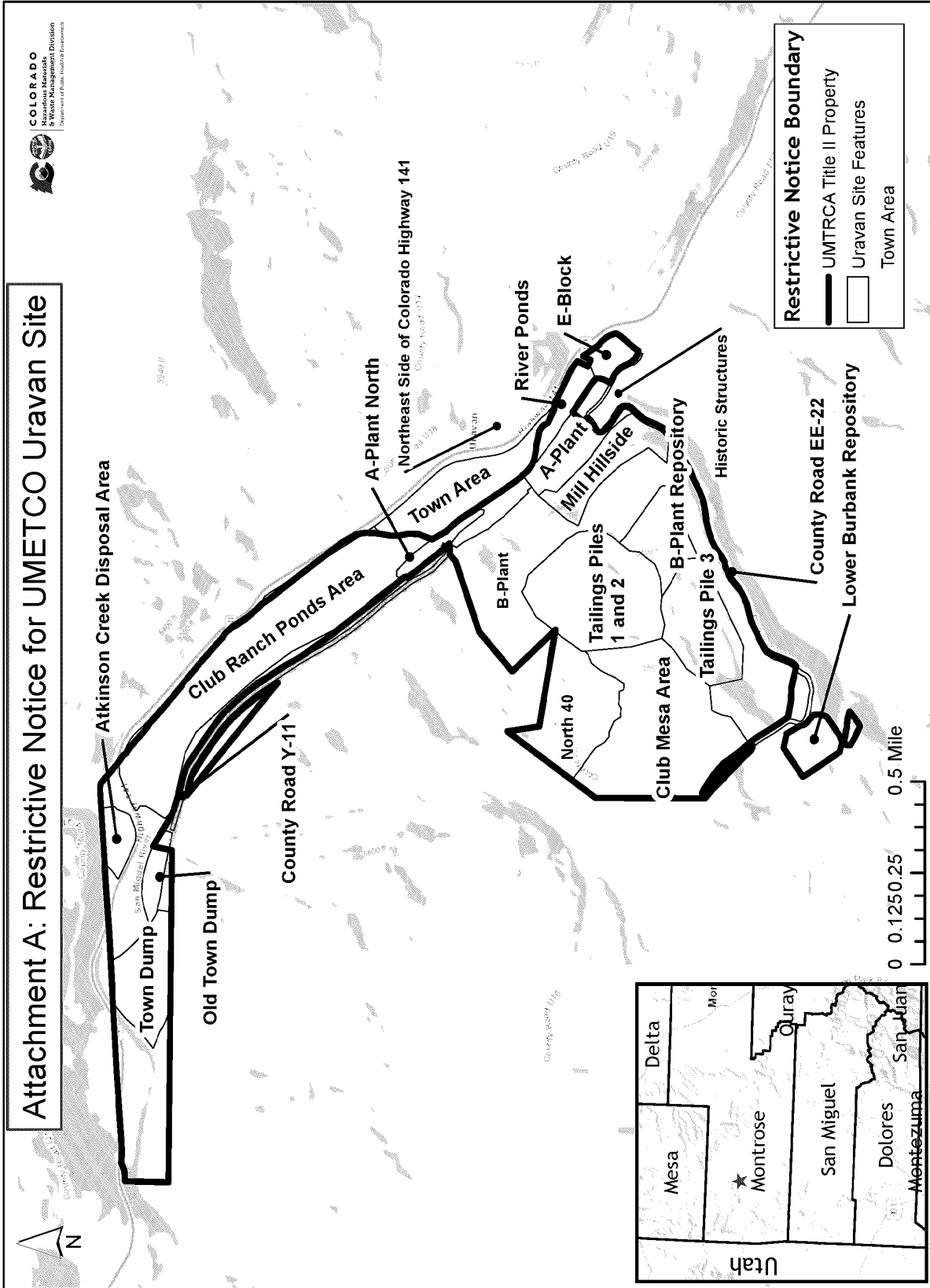
Shandell S. Massey  
Secretary  
Umetco Minerals Corporation  
2211 H.H. Dow Way  
Midland, MI 48674

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: The Corporation Trust Company  
Address: 1209 Orange Street  
Wilmington, County of New Castle, DE 19801

# Appendix A





EXHIBIT

Legal Description of Umetco Minerals Corporation lands within the UMTRCA Title II Long Term Care Boundary at Uravan, Colorado

All of that portion of Township 47 North, Range 17 West and of Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM) in Montrose County, Colorado described as follows:

All of the New Boston Placer (MS 5303), all of the New Washington Placer (MS 5303), together with portions of Section 28, 29, 33, and 34 in said Township 48 North, Range 17 West, and together with a portion of Section 4 in said Township 47 North, Range 17 West, the total of which is more particularly described by the following perimeter:

Commencing at a Bureau of Land Management (BLM) alloy cap for the N.E. Corner of said Section 33, whence a BLM alloy cap for the S.E. Corner of said Section 33 bears S00°09'36"W a distance of 5272.02 feet; thence S66°04'32"W for a distance of 808.76 feet to the point of beginning; thence the following:

1. S32°32'51"E for a distance of 247.46 feet to a point on the centerline of the San Miguel River at Point B;
2. Southeasterly on said centerline to a Point A, whence said Point B bears N47°56'02"W a distance of 2159.15 feet;
3. Departing said centerline of the San Miguel River, S64°26'20"E for a distance of 202.04 feet, more or less;
4. S86°28'26"E for a distance of 116.87 feet to the southerly and westerly right-of-way line of U.S. Highway 141 and a point of curvature;
5. Continuing on said right-of-way line the following 10 courses and distances, southeasterly for a distance of 134.13 feet on the arc of a 878.38-foot radius curve to the left, the chord of which bears S62°28'03"E a distance of 134.00 feet;
6. S66°50'32"E for a distance of 317.35 feet to a point of curvature;
7. Southeasterly for 246.33 feet on the arc of a 758.22-foot radius curve to the right, the chord of which bears S57°32'08"E a distance
8. of 245.25 feet;
9. S22°37'26"W for a distance of 42.23 feet to the northerly and easterly line of the New River Bend Placer (MS 5303);
10. S38°51'18"E, for a distance of 113.75 feet;
11. N22°37'26"E for a distance of 53.58 feet;
12. S39°59'52"E for a distance of 4.72 feet;
13. S35°27'30"E for a distance of 267.87 feet;
14. S54°21'56"E for a distance of 32.69 feet to a point of curvature;
15. Southeasterly for a distance of 330.10 feet on the arc of a 417.25-foot radius curve to the right, the chord of which bears S31°42'04"E a distance of 321.56 feet to the westerly line of the New River Bend Placer (MS 5303);
16. Departing said right-of-way line, N38°51'18"W for a distance of 62.76 feet, more or less, to the centerline of said San Miguel River;
17. Southwesterly on said centerline, meandering through the following:

- a.) S08°17'53"W a distance of 87.90 feet;
  - b.) S38°21'46"W a distance of 116.93 feet;
  - c.) S39°03'54"W a distance of 202.73 feet;
  - d.) S26°46'13"W a distance of 68.75 feet;
  - e.) S07°27'34"W a distance of 40.05 feet, more or less to a point of curvature;
17. Departing said centerline, Northwesterly for a distance of 157.61 feet on the arc of a 242.20-foot radius curve to the right, the chord of which bears N61°29'05"W a distance of 154.84 feet;
  18. Southwesterly for a distance of 51.45 feet on the arc of a 5621.60-foot radius curve to the left, the chord of which bears S04°25'33"W a distance of 51.45 feet;
  19. Southerly for a distance of 54.93 feet on the arc of a 293.66-foot radius curve to the left, the chord of which bears S00°40'15"E a distance of 54.85 feet to the westerly line of said New River Bend Placer;
  20. N44°04'00"W on said westerly line for a distance of 86.62 feet;
  21. Departing said westerly line, N04°32'22"E for a distance of 40.84 feet to a point of curvature;
  22. Northwesterly for a distance of 146.67 feet on the arc of a 250.00-foot radius curve to the left, the chord of which bears N12°16'05"W a distance of 144.58 feet;
  23. N29°04'32"W for a distance of 90.33 feet to a point of curvature;
  24. Northwesterly for a distance of 148.44 feet on the arc of a 235.00-foot radius curve to the left, the chord of which bears N47°10'17"W a distance of 145.98 feet;
  25. N65°16'01"W for a distance of 184.23 feet to a point of curvature;
  26. Northwesterly for a distance of 329.90 feet on the arc of a 889.00-foot radius curve to the right, the chord of which bears N54°38'09"W a distance of 328.01 feet;
  27. N44°00'18"W for a distance of 111.38 feet to a point of curvature;
  28. Northwesterly for a distance of 66.36 feet on the arc of 45.00-foot radius curve to the left, the chord of which bears N86°15'08"W a distance of 60.51 feet;
  29. S51°30'00"W for a distance of 175.14 feet to a point of curvature;
  30. Southerly for a distance of 82.86 feet on the arc of a 45.00-foot radius curve to the left, the chord of which bears S01°15'00"E a distance of 71.64 feet;
  31. S54°00'00"E for a distance of 304.89 feet to a point of curvature;
  32. Southeasterly for a distance of 277.94 feet on the arc of a 175.00-foot radius curve to the right, the chord of which bears S08°30'00"E a distance of 249.64 feet;
  33. S37°00'00"W for a distance of 224.42 feet to a point of curvature;
  34. Southwesterly for a distance of 113.62 feet on the arc of a 420.00-foot radius curve to the left, the chord of which bears S29°15'00"W a distance of 113.28 feet;
  35. S21°30'00"W for a distance of 154.04 feet to a point of curvature;
  36. Southwesterly for a distance of 148.24 feet on the arc of a 280.00-foot radius curve to the right, the chord which bears S36°40'00"W a distance of 146.51 feet;
  37. S51°50'00"W for a distance of 402.97 feet to a point of curvature;
  38. Southwesterly for a distance of 239.72 feet on the arc of a 1230.00-foot radius curve to the right, the chord of which bears S57°25'00"W a distance of 239.34 feet;
  39. S63°00'00"W for a distance of 412.46 feet to a point of curvature;
  40. Southwesterly for a distance of 238.24 feet on the arc of a 780.00-foot radius curve to the right, the chord of which bears S71°45'00"W a distance of 237.31 feet;
  41. S80°30'00"W for a distance of 170.44 feet to a point of curvature;

42. Southwesterly for a distance of 516.27 feet on the arc of 1020.00-foot radius curve to the left, the chord of which bears S66°00'00"W a distance of 510.77 feet
43. S51°30'00"W for a distance of 74.81 feet to a point of curvature;
44. Southwesterly for a distance of 122.17 feet on the arc of a 280.00-foot radius curve to the right, the chord of which bears S64°00'00"W a distance of 121.21 feet;
45. S76°30'00"W for a distance of 62.40 feet to a point of curvature;
46. Southwesterly for a distance of 109.43 feet on the arc of a 220.00-foot radius curve to the left , the chord of which bears S62°15'00"W a distance of 108.31 feet;
47. S48°00'00"W for a distance of 161.50 feet to a point of curvature;
48. Southwesterly for a distance of 414.69 feet on the arc of 880.00-foot radius curve to the right, the chord of which bears S61°30'00"W a distance of 410.87 feet;
49. S75°00'00"W for a distance of 53.30 feet to a point of curvature;
50. Southwesterly for a distance of 249.23 feet on the arc of 1020.00-foot radius curve to the left, the chord of which bears S68°00'00"W a distance of 248.61 feet;
51. S61°00'00"W for a distance of 234.23 feet to a point of curvature;
52. Southwesterly for a distance of 202.63 feet on the arc of a 270.00-foot-radius curve to the left, the chord of which bears S39°30'00"W a distance of 197.91 feet;
53. S18°00'00"W for a distance of 215.18 feet to a point of curvature;
54. Southwesterly for a distance of 129.59 feet on the arc of a 330.00-foot radius curve to the right, the chord of which bears S29°15'00"W a distance of 128.76 feet;
55. S40°30'00"W for a distance of 72.78 feet to a point of curvature;
56. Southwesterly for a distance of 61.26 feet on the arc of a 270.00-foot radius curve to the left, the chord of which bears S34°00'00"W a distance of 61.13 feet;
57. S27°30'00"W for a distance of 37.78 feet to a point of curvature;
58. Southwesterly for a distance of 53.39 feet on the arc of a 230.00-foot radius curve to the right, the chord of which bears S34°09'00"W a distance of 53.27 feet;
59. S34°09'00"W for a distance of 496.41 feet;
60. S50°03'09"W for a distance of 614.62 feet;
61. N65°22'58"W for a distance of 661.06 feet;
62. N13°29'34"E for a distance of 113.12 feet;
63. N30°56'08"W for a distance of 296.76 feet;
64. N49°18'11"W for a distance of 154.36 feet;
65. N40°57'26"W for a distance of 351.13 feet;
66. N34°30'37"W for a distance of 238.62 feet;
67. N00°31'07"W for a distance of 233.37 feet;
68. N83°28'02"W for a distance of 342.58 feet;
69. N27°11'46"E for a distance of 515.21 feet;
70. N28°46'33"E for a distance of 202.47 feet;
71. N24°50'09"E for a distance of 220.23 feet;
72. N00°48'49"W for a distance of 1607.92 feet;
73. N34°03'00"E for a distance of 1635.46 feet;
74. N70°36'32"E for a distance of 2508.65 feet to Corner No. 3 of Uravan No. 8 Mill Site (MS 20667);
75. N45°56'03"E on the boundary of said Mill Site for a distance of 196.77 feet;
76. Departing said boundary; N47°57'39"W for a distance of 258.91 feet to a point of curvature;
77. Northwesterly for a distance of 67.45 feet on the arc of a 263.00-foot radius curve to the right, the chord of which bears N40°36'51"W a distance of 67.26 feet;

78. N33°16'03"W for a distance of 95.08 feet to a point of curvature;
79. Northwesterly for a distance of 97.78 feet on the arc of a 737.08-foot radius curve to the right, the chord of which bears N29°28'02"W a distance of 97.71 feet to a point of curvature;
80. Northwesterly for a distance of 174.99 feet on the arc of a 798.19-foot radius curve to the left, the chord of which bears N31°56'50"W a distance of 174.64 feet;
81. N38°13'40"W for a distance of 461.53 feet;
82. N42°38'52"W for a distance of 268.59 feet;
83. N39°56'30"W for a distance of 353.85 feet;
84. N35°47'13"W for a distance of 356.39 feet;
85. N31°14'50"W for a distance of 572.19 feet;
86. N34°55'40"W for a distance of 450.59 feet to a point on the westerly line of the New Washington Placer, as shown on MS 20921;
87. N52°13'24"W, on the boundary of said Placer, for a distance of 2069.45 feet to Corner No. 20 of said Placer;
88. N61°29'24"W for a distance of 57.88 feet;
89. Departing said boundary, N77°49'02"W for a distance of 35.02 feet;
90. N75°16'44"W for a distance of 525.08 feet;
91. N82°29'20"W for a distance of 311.69 feet to Corner No. 27 of the New Boston Placer, as shown on MS 20921;
92. S88°38'00"W, according to MS 20921, for a distance of 4786.00 feet to Corner No 28 of said New Boston Placer (MS 5303);
93. N00°36'00"W for a distance of 652.18 feet to Corner No. 29 of said New Boston Placer;
94. N84°13'14"E for a distance of 151.49 feet to the southerly right-of-way line of U.S. Highway 141;
95. Continuing on said right-of-way line N65°47'01"E for a distance of 125.88 feet to a point of curvature;
96. Northeasterly for a distance of 267.02 feet on the arc of a 1950.00-foot radius curve to the left, the chord of which bears N88°55'03"E a distance of 266.81 feet;
97. S87°12'42"E for a distance of 73.74 feet;
98. N84°59'41"E for a distance of 99.88 feet;
99. N85°37'03"E for a distance of 214.40 feet;
100. S88°25'19"E on said right-of-way line, for a distance of 3.13, feet the north line of the New Boston Placer;
101. N84°13'14"E for a distance of 1354.39 feet on said north line to the southerly right-of-way line of U.S. Highway 141;
102. Continuing on said right-of-way line the following 7 courses and distances, running northeasterly for a distance of 128.76 feet on the arc of a 1472.50-foot radius curve to the left, the chord of which bears N60°59'01"E a distance of 128.72 feet;
103. N73°15'57"E for a distance of 106.22 feet;
104. N56°12'41"E for a distance of 220.30 feet;
105. N61°23'40"E for a distance of 229.36 feet to a point of curve;
106. Running northeasterly for a distance of 158.56 feet on the arc of a 370.80-foot radius curve to the right, the chord of which bears N84°42'41"E a distance of 157.35 feet;
107. S71°58'18"E for a distance of 229.36 feet;



108. S66°47'19"E, on said right-of-way line, for a distance of 349.66 feet to the north line of the New Boston Placer;
109. Leaving said right-of-way line, N84°13'14"E for a distance of 1344.93 feet to Corner No. 22 of the New Boston Placer;
110. N84°09'00"E for a distance of 763.00 feet to Corner No. 23 of the New Washington Placer (MS 5303);
111. S51°26'00"E on the easterly line of said Placer for a distance of 430.42 feet to the southerly and westerly right-of-way line of U.S. Highway 141;
112. Along said right-of-way the following 29 courses and distances, running southeasterly for a distance of 21.78 feet on the arc of an 437.50-foot radius non-tangent curve to the right, having a chord which bears S85°21'32"E a distance of 21.39 feet;
113. S69°51'50"E for a distance of 190.82 feet;
114. S71°57'13"E for a distance of 19.30 feet;
115. Running southeasterly for a distance of 391.69 feet on the arc of an 758.60-foot radius curve to the right, having a chord which bears S57°09'33"E a distance of 387.35 feet;
116. S42°22'13"E for a distance of 15.78 feet;
117. Running southeasterly for a distance of 184.51 feet on the arc of an 1492.50-foot radius curve to the right, having a chord which bears S45°54'43"E a distance of 184.40 feet;
118. S49°27'13"E for a distance of 211.38 feet;
119. S43°44'35"E for a distance of 100.50 feet;
120. S49°27'13"E for a distance of 100.00 feet;
121. S55°09'51"E for a distance of 100.50 feet;
122. S49°27'13"E for a distance of 315.30 feet;
123. Running southeasterly for a distance of 109.76 feet on the arc of a 2935.40-foot radius curve to the left, having a chord which bears S50°31'43"E a distance of 109.75 feet;
124. S51°36'13"E for a distance of 112.33 feet;
125. Running southeasterly for a distance of 114.09 feet on the arc of an 1850.00-foot radius curve to the right, a chord which bears S49°50'13"E a distance of 114.07 feet;
126. S48°04'13"E for a distance of 405.47 feet;
127. Running southeasterly for a distance of 267.37 feet on the arc of an 895.00-foot radius curve to the right, a chord which bears S39°30'43"E a distance of 266.38 feet;
128. S30°57'13"E for a distance of 82.88 feet;
129. S34°34'08"E for a distance of 136.85 feet;
130. S38°51'18"E for a distance of 48.57 feet;
131. Running southeasterly for a distance of 36.60 feet on the arc of an 469.30-foot radius curve to the left, a chord which bears S46°43'14"E a distance of 36.59 feet;
132. S55°50'18"E for a distance of 160.71 feet;
133. S59°27'13"E for a distance of 13.70 feet;
134. S56°33'16"E for a distance of 140.39 feet;
135. S64°17'47"E for a distance of 64.67 feet;

136. S36°05'51"E for a distance of 145.53 feet;
137. S33°12'13"E for a distance of 1220.95 feet, to the easterly line of the New Washington City Placer;
138. S33°12'13"E for a distance of 216.75 feet to a point of curve;
139. Running southeasterly for a distance of 317.81 feet on the arc of a 5770.00-foot radius curve to the left, the chord of which bears S34°46'54"E a distance of 317.77 feet;
140. Departing said highway right-of-way line, running southwesterly for a distance of 120.60 feet on the arc of a 50.00-foot non-tangent radius curve to the left, the chord of which bears S74°32'36"W a distance of 93.42 feet;
141. S05°26'47"W for a distance of 241.40 feet to a point of curve;
142. Southeasterly for a distance of 104.91 feet on the arc of a 300.00-foot radius curve to the left, the chord of which bears S04°34'20"E a distance of 104.38 feet;
143. S14°35'26"E for a distance of 49.77 feet to a point of curve;
144. Southwesterly for a distance of 373.23 feet on the arc of a 682.56-foot radius curve to the right, the chord of which bears S01°04'27"W a distance of 368.60 feet;
145. S16°44'22"W for a distance of 141.89 feet to the beginning.

**EXCEPTING AND EXCLUDING THEREFROM** all that certain highway right-of-way granted by a deed recorded in Book 414 at Pages 344-345 of the Montrose County Records.

**ALSO EXCEPTING AND EXCLUDING THEREFROM** any portions of those certain rights-of-way recorded in Notices of reception Numbers 554241, 830689, 830690 and 837736.

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that certain highway right-of-way situated in Section 29, Township 48 North, Range 17 West of the New Mexico Principal Meridian, Montrose County, Colorado, which encompasses the following two parcels.

Parcel 1, a strip of land sixty feet in width, along a portion of the existing Montrose County Road Y11, also being a portion of the New Boston Placer, Mineral Survey No. 5303, situated in Section 29, Township 48 North, Range 17 West, of the New Mexico Principal Meridian, Montrose County, Colorado, and being more particularly described as follows:

Commencing at the northwesterly corner of the existing sixty foot wide right of way of County Road Y11, as described by Reception Number 554241 of the Montrose County Clerk and Recorder's Office records, from which the Corner of Sections 20, 21, 28 and 29 (being a 2" pipe with a 3 1/4" brass cap marked "U.S. CADASTRAL SURVEY T48N R17W S20|S21|S29|S28 1951 BUREAU OF LAND MANAGEMENT") bears N. 7°14'38" W. a distance of 2,525.59 feet and U.S.L.M. Davis (being a sandstone, 30"x12"x9" set in a mound of stone marked "+ USLM DAVIS") bears N. 29°20'19" E. a distance of 1,293.31 feet;

Thence 322.65 feet along the arc of a curve to the left, said curve having a radius of 4,906.94 feet, a central angle of 3°46'03", a chord which bears N. 77°10'14" W. a distance of 322.59 feet, and being 30.00 feet north of and parallel to the existing



centerline of County Road Y11 (January 2022), to a point on Line 26-27 of the New Boston Placer, M.S.5303 and the TRUE POINT OF BEGINNING;

Thence continuing 30.00 feet north of and parallel to the existing centerline of County Road Y11 (January 2022) the following eleven courses:

1. 32.35 feet along the arc of a curve to the left, said curve having a radius of 4,906.94 feet, a central angle of  $0^{\circ}22'40''$ , and a chord which bears N.  $79^{\circ}14'36''$  W. a distance of 32.35 feet;
2. N.  $79^{\circ}56'59''$  W. a distance of 281.30 feet;
3. 186.85 feet along the arc of a curve to the left, said curve having a radius of 1,410.83 feet, a central angle of  $7^{\circ}35'17''$ , and a chord which bears N.  $83^{\circ}44'37''$  W. a distance of 186.71 feet;
4. N.  $87^{\circ}32'16''$  W. a distance of 66.97 feet;
5. 58.10 feet along the arc of a curve to the right, said curve having a radius of 319.63 feet, a central angle of  $10^{\circ}24'50''$ , and a chord which bears N.  $82^{\circ}19'51''$  W. a distance of 58.02 feet;
6. N.  $77^{\circ}07'25''$  W. a distance of 240.24 feet;
7. 365.06 feet along the arc of a curve to the right, said curve having a radius of 1,331.25 feet, a central angle of  $15^{\circ}42'42''$ , and a chord which bears N.  $69^{\circ}16'04''$  W. a distance of 363.91 feet;
8. N.  $61^{\circ}24'43''$  W. a distance of 243.85 feet;
9. 187.18 feet along the arc of a curve to the right, said curve having a radius of 391.66 feet, a central angle of  $27^{\circ}22'56''$ , and a chord which bears N.  $47^{\circ}43'20''$  W. a distance of 185.40 feet;
10. N.  $34^{\circ}01'54''$  W. a distance of 114.90 feet;
11. 233.11 feet along the arc of a curve to the left, said curve having a radius of 435.00 feet, a central angle of  $30^{\circ}42'16''$ , and a chord which bears N.  $49^{\circ}23'04''$  W. a distance of 230.33 feet, more or less, to a point on Line 26-29 of said New Boston Placer, from which said Corner of Sections 20, 21, 28 and 29 bears N.  $46^{\circ}40'26''$  E. a distance of 2,446.65 feet; Thence S.  $84^{\circ}13'14''$  W. along said Line 26-29 a distance of 182.86 feet;

Thence 30.00 feet south of and parallel to the existing centerline of County Road Y11 (January 2022) the following eleven courses:

1. 362.59 feet along the arc of a curve to the right, said curve having a radius of 375.00 feet, a central angle of  $55^{\circ}24'00''$ , and a chord which bears S.  $61^{\circ}43'54''$  E. a distance of 348.63 feet;
2. S.  $34^{\circ}01'54''$  E. a distance of 114.90 feet;
3. 215.85 feet along the arc of a curve to the left, said curve having a radius of 451.66 feet, a central angle of  $27^{\circ}22'55''$ , and a chord which bears S.  $47^{\circ}43'20''$  E. a distance of 213.80 feet;
4. S.  $61^{\circ}24'43''$  E. a distance of 243.85 feet;
5. 381.51 feet along the arc of a curve to the left, said curve having a radius of 1,391.25 feet, a central angle of  $15^{\circ}42'42''$ , and a chord which bears S.  $69^{\circ}16'04''$  E. a distance of 380.32 feet;
6. S.  $77^{\circ}07'25''$  E. a distance of 240.24 feet, from which point Triangulation Station BL3 (being a  $\frac{3}{4}$ " iron pipe in a sandstone boulder marked "UM BL 3") bears S.  $18^{\circ}27'38''$  E. a distance of 90.24 feet;
7. 69.00 feet along the arc of a curve to the left, said curve having a radius of 379.63 feet, a central angle of  $10^{\circ}24'50''$ , and a chord which bears S.  $82^{\circ}19'51''$  E. a distance of 68.91 feet;
8. S.  $87^{\circ}32'16''$  E. a distance of 66.97 feet;

- 9. 178.90 feet along the arc of a curve to the right, said curve having a radius of 1,350.83 feet, a central angle of 7°35'17", and a chord which bears S. 83°44'37" E. a distance of 178.77 feet;
- 10. S. 79°56'59" E. a distance of 281.03 feet;
- 11. 36.73 feet along the arc of a curve to the right, said curve having a radius of 4,846.94 feet, a central angle of 0°26'03", and a chord which bears S. 79°12'43" E. a distance of 36.73 feet, more or less to a point on said Line 26-27, New Boston Placer;

Thence N. 6°08'43" E. along said Line 26-27 a distance of 60.21 feet, more or less to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 124,966 sq. ft. (2.869 acres), more or less.

AND

Parcel 2, a strip of land sixty feet in width, along a portion of the existing Montrose County Road Y11, also being a portion of the New Boston Placer, Mineral Survey No. 5303, situated in Section 29, Township 48 North, Range 17 West, of the New Mexico Principal Meridian, Montrose County, Colorado, and being more particularly described as follows:

Commencing at a point on Line 26-29 of said New Boston Placer, from which the Corner of Sections 20, 21, 28 and 29 (being a 2" pipe with a 3 1/4" brass cap marked "U.S. CADASTRAL SURVEY T48N R17W S20|S21|S29|S28 1951 BUREAU OF LAND MANAGEMENT") bears N. 52°25'22" E. a distance of 2,829.66 feet, said point also being the TRUE POINT OF BEGINNING;

Thence 30.00 feet north of and parallel to the existing centerline of County Road Y11 (January 2022) the following sixteen courses:

- 1. 261.70 feet along the arc of a curve to the left, said curve having a radius of 830.00 feet, a central angle of 18°03'56", and a chord which bears S. 50°07'19" W. a distance of 260.62 feet;
- 2. S. 41°05'21" W. a distance of 345.10 feet;
- 3. 202.45 feet along the arc of a curve to the right, said curve having a radius of 1,993.96 feet, a central angle of 5°49'02", and a chord which bears S. 43°59'52" W. a distance of 202.36 feet;
- 4. S. 46°54'23" W. a distance of 38.65 feet;
- 5. 230.29 feet along the arc of a curve to the right, said curve having a radius of 423.56 feet, a central angle of 31°09'06", and a chord which bears S. 62°28'56" W. a distance of 227.46 feet;
- 6. S. 78°03'29" W. a distance of 106.33 feet;
- 7. 208.08 feet along the arc of a curve to the right, said curve having a radius of 628.04 feet, a central angle of 18°58'58", and a chord which bears S. 87°32'58" W. a distance of 207.13 feet;
- 8. N. 82°57'33" W. a distance of 59.27 feet;
- 9. 157.05 feet along the arc of a curve to the right, said curve having a radius of 1,576.35 feet, a central angle of 5°42'30", and a chord which bears N. 80°06'18" W. a distance of 156.99 feet;
- 10. N. 77°15'03" W. a distance of 49.29 feet;
- 11. 248.83 feet along the arc of a curve to the right, said curve having a radius of 1,870.01 feet, a central angle of 7°37'27", and a chord which bears N. 73°26'20" W. a distance of 248.65 feet;
- 12. N. 69°37'36" W. a distance of 125.64 feet;

13. 253.64 feet along the arc of a curve to the left, said curve having a radius of 754.99 feet, a central angle of  $19^{\circ}14'55''$ , and a chord which bears N.  $79^{\circ}15'04''$  W. a distance of 252.45 feet;
14. N.  $88^{\circ}52'31''$  W. a distance of 130.73 feet;
15. 184.24 feet along the arc of a curve to the right, said curve having a radius of 2,866.26 feet, a central angle of  $3^{\circ}40'58''$ , and a chord which bears N.  $87^{\circ}02'02''$  W. a distance of 184.21 feet;
16. N.  $85^{\circ}11'33''$  W. a distance of 264.28 feet, more or less, to a point on Line 28-29 of said New Boston Placer, from which the Corner of Sections 19, 20, 29 and 30 (being a 2" pipe with a  $3\frac{1}{4}$ " brass cap marked "U.S. CADASTRAL SURVEY T48N R17W S19|S20|S30|S29 1951 BUREAU OF LAND MANAGEMENT") bears N.  $11^{\circ}00'09''$  W. a distance of 2,538.48 feet;

Thence S.  $0^{\circ}36'00''$  E. along said Line 28-29 a distance of 60.27 feet;

Thence 30.00 feet south of and parallel to the existing centerline of County Road Y11 (January 2022) the following seventeen courses: S.  $85^{\circ}11'33''$  E. a distance of 258.60 feet;

1. 188.09 feet along the arc of a curve to the left, said curve having a radius of 2,926.26 feet, a central angle of  $3^{\circ}40'58''$ , and a chord which bears S.  $87^{\circ}02'02''$  E. a distance of 188.06 feet;
2. S.  $88^{\circ}52'31''$  E. a distance of 130.73 feet;
3. 233.48 feet along the arc of a curve to the right, said curve having a radius of 694.99 feet, a central angle of  $19^{\circ}14'55''$ , and a chord which bears S.  $79^{\circ}15'04''$  E. a distance of 232.39 feet;
4. S.  $69^{\circ}37'36''$  E. a distance of 125.64 feet;
5. 256.82 feet along the arc of a curve to the left, said curve having a radius of 1,930.01 feet, a central angle of  $7^{\circ}37'27''$ , and a chord which bears S.  $73^{\circ}26'20''$  E. a distance of 256.63 feet;
6. S.  $77^{\circ}15'03''$  E. a distance of 49.29 feet;
7. 163.03 feet along the arc of a curve to the left, said curve having a radius of 1,636.35 feet, a central angle of  $5^{\circ}42'30''$ , and a chord which bears S.  $80^{\circ}06'18''$  E. a distance of 162.96 feet;
8. S.  $82^{\circ}57'33''$  E. a distance of 59.27 feet;
9. 227.95 feet along the arc of a curve to the left, said curve having a radius of 688.04 feet, a central angle of  $18^{\circ}58'58''$ , and a chord which bears N.  $87^{\circ}32'58''$  E. a distance of 226.91 feet;
10. N.  $78^{\circ}03'29''$  E. a distance of 106.33 feet;
11. 262.91 feet along the arc of a curve to the left, said curve having a radius of 483.56 feet, a central angle of  $31^{\circ}09'06''$ , and a chord which bears N.  $62^{\circ}28'56''$  E. a distance of 259.69 feet;
12. N.  $46^{\circ}54'23''$  E. a distance of 38.65 feet;
13. 208.54 feet along the arc of a curve to the left, said curve having a radius of 2,053.96 feet, a central angle of  $5^{\circ}49'02''$ , and a chord which bears N.  $43^{\circ}59'52''$  E. a distance of 208.45 feet;
14. N.  $41^{\circ}05'21''$  E. a distance of 345.10 feet;
15. 360.65 feet along the arc of a curve to the right, said curve having a radius of 770.00 feet, a central angle of  $26^{\circ}50'09''$ , and a chord which bears N.  $54^{\circ}30'26''$  E. a distance of 357.36 feet;
16. 65.11 feet along the arc of a curve to the right, said curve having a radius of 375.00 feet, a central angle of  $9^{\circ}56'51''$ , and a chord which bears N.  $72^{\circ}53'56''$  E. a distance of 65.02 feet, more or less, to a point on said Line 26-29, New Boston Placer;

Thence S.  $84^{\circ}13'14''$  W. along said Line 26-29 a distance of 199.34 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 177,439 sq. ft. (4.073 acres), more or less.

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of the N1/2 Section 33 in Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the N.E. Corner of said Section 33, whence a BLM alloy cap for the S.E. Corner of said Section 33 bears S00809'36"W for a distance of 5272.02 feet; thence S63828'10"W for a distance of 2305.38 feet to a 1 ½" alloy cap for Corner No. 3 of Uravan No. 48, a Millsite and part of Mineral Survey No. 20888, as approved on July 24, 1974, and the Point of Beginning; thence the following courses and distances:

1. S70836'32"W for a distance of 1511.40 feet to the easterly line of Little Johnny a Lode claim and part of Mineral Survey No. 20270, as approved on May 17, 1924;
2. S04826'07"E for a distance of 468.61 feet to a 4"x4" wooden post in a mound of stones for Corner No. 2 of said Little Johnny;
3. S81848'31"E, on the northerly line of Commodore, also a Lode claim and part of said Mineral Survey No. 20270, for a distance of 1242.88 feet to Corner No. 5 of Uravan No. 46, a Millsite and part of said Mineral Survey No. 20888;
4. N10836'00"W for a distance of 205.17 feet to Corner No.6 of said Uravan No. 46 and also Corner no.4 of Uravan No. 47;
5. N44805'48"W for a distance of 543.59 feet to Corner No.3 of said Uravan No.47;
6. N45854'00"E for a distance of 398.08 feet to Corner No.2 of said Uravan No.47 and also Corner No.2 of Uravan No. 48;
7. N46815'00"E for a distance of 400.58 feet to a 1 ½" alloy cap for Corner No.3 of said Uravan No.48;
8. S44807'00"E for a distance of 460.23 feet to Corner No.3 of Uravan No. 56, a Millsite and part of said Mineral Survey No. 20888;
9. N45859'00"E for a distance of 408.93 feet to Corner No. 2 of said Uravan No.56;
10. S44819'00"E for a distance of 529.86 feet to Corner No. 1 of said Uravan No. 56 and also Corner No. 1 of Uravan No. 25;
11. S44819'00"E for a distance of 73.25 feet to Corner No.4 of Uravan No. 83, a Millsite and part of said Mineral Survey No. 20888;
12. N46801'00"E for a distance of 490.23 feet to Corner No. 1 of said Uravan No. 83;
13. N44802'00"W for a distance of 649.75 feet to Corner No.3 of Uravan No.8, a Millsite and part of Mineral Survey No. 20667, as approved on Sept. 12, 1944;
14. S70836'32"W for a distance of 993.27 feet to the beginning.

The above described parcel of land contains approximately 30.558 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of the NW1/4 Section 34 in Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the S.W. Corner of said Section 34, whence a BLM alloy cap for the N.W. Corner of said Section 34 bears N00809'36"E for a distance of 5272.02 feet; thence N33°58'02"E for a distance of 3421.05 feet to the

intersection of the easterly line of the New River Bend Placer with the right-of-way line of Highway 141 and the Point of Beginning; thence the following courses and distances:

1. N38°51'18"W on said easterly line for a distance of 160.09 feet to a point of curve;
2. Southeasterly on said right-of-way line for a distance of 144.98 feet on the arc of a 758.22-foot radius curve to the right, the chord of which bears S53°42'23"E a distance of 144.76 feet;
3. S22°37'26"W for a distance of 42.23 feet to the beginning.

The above described parcel of land contains approximately 0.076 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of the W1/2 Section 34 in Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the S.W. Corner of said Section 34, whence a BLM alloy cap for the N.W. Corner of said Section 34 bears N00809'36"E for a distance of 5272.02 feet; thence N45°54'52"E for a distance of 3282.21 feet to the intersection of the easterly line of the New River Bend Placer with the right-of-way line of Highway 141 and the Point of Beginning; thence the following courses and distances:

1. N38°51'18"W on said easterly line for a distance of 597.09 feet;
2. N22°37'26"E on said right-of-way line for a distance of 53.38 feet;
3. S39°59'52"E for a distance of 4.72 feet;
4. S35°27'30"E for a distance of 10.81 feet;
5. S35°27'30"E for a distance of 257.06 feet
6. S54°21'56"E for a distance of 32.69 feet to a point of curve;
7. Southeasterly for a distance of 330.10 feet on the arc of a 417.25-foot radius curve to the right, the chord of which bears S31°42'04"E a distance of 321.56 feet, terminating at the original Point of Beginning;

The above described parcel of land contains approximately 0.564 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of the E1/2 of Section 33 and the W1/2 Section 34 in Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, being more particularly described by the following:

Commencing at a Bureau of Land Management (BLM) alloy cap for the S.W. Corner of said Section 34, whence a BLM alloy cap for the N.W. Corner of said Section 34 bears N00809'36"E for a distance of 5272.02 feet; thence N29°10'39"E for a distance of 1547.45 feet to a point on the boundary line of Uravan No. 100 Mill Site (MS 20829) and the Point of Beginning; thence the following courses and distances:

1. S51°50'00"W for a distance of 176.94 feet to a point of curve;
2. Southwesterly for 239.72 feet on the arc of a 1230.00-foot radius curve to the right, the chord of which bears S57°25'00"W a distance of 239.34 feet;
3. S63°00'00"W for a distance of 412.46 feet to a point of curve;
4. Southwesterly for 238.24 feet on the arc of a 780.00-foot radius curve to the right, the chord of which bears S71°45'00"W a distance of 237.31 feet;
5. S80°30'00"W for a distance of 170.44 feet to a point of curve;
6. Southwesterly for 516.27 feet on the arc of 1020.00-foot radius curve to the left, the chord of which bears S66°00'00"W a distance of 510.77 feet;
7. S51°30'00"W for a distance of 74.81 feet to a point of curve;



8. Southwesterly for 122.17 feet on the arc of a 280.00-foot radius curve to the right, the chord of which bears S64°00'00"W a distance of 121.21 feet;
9. S76°30'00"W for a distance of 62.40 feet to a point of curve;
10. Southwesterly for 109.43 feet on the arc of a 220.00-foot radius curve to the left , the chord of which bears S62°15'00"W a distance of 108.31 feet;
11. S48°00'00"W for a distance of 161.50 feet to a point of curve;
12. Southwesterly for 357.83 feet on the arc of 880.00-foot radius curve to the right, the chord of which bears S59°38'56"W a distance of 355.36 feet;
13. N45°41'21"E on the southerly and easterly line of Uravan No. 36 Mill Site (MS 2088) for a distance of 92.71 feet;
14. N45°41'21"E on the southerly and easterly line of Uravan No. 35 Mill Site for a distance of 400.27 feet;
15. N45°58'50"E on the southerly and easterly line of Uravan No. 34 Mill Site for a distance of 399.50 feet;
16. N80°01'59"E on the southerly line of Uravan No. 18 Mill Site (MS 20829) for a distance of 967.58 feet;
17. N45°59'19"E on the southerly and easterly lines of Uravan No. 19 and Uravan No. 20 Mill Sites for a distance of 798.75 feet;
18. S44°06'21"E for a distance of 217.82 feet to the beginning.

The above described parcel of land contains approximately 6.576 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of Section 28 and 33, in Township 47 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the N.E. Corner of said Section 33, whence a BLM alloy cap for the S.E. Corner of Section 33 in Township 48 North, Range 17 West, NMPM bears S00°09'36"W for a distance of 5272.02 feet; thence S61°39'48"W for a distance of 1024.05 feet to a point on the westerly boundary of the New Washington City Placer Mining Claim and the north east corner of Uravan Mill Site No. 8, the Point of Beginning; thence the following courses and distances:

1. S46°17'00"W for a distance of 109.58 feet, along the northwesterly line of Mill Site No. 8, to point on the westerly right-of-way of a county road;
2. Continuing on said right-of-way line, N47°57'39"W for a distance of 258.91 feet to a point of curve;
3. Continuing on said right-of-way line, running northwesterly for a distance of 67.45 feet on the arc of an 263.00-foot radius curve to the right, having a central angle of 14°41'36" and a chord which bears N40°36'51"W a distance of 67.26 feet;
4. Continuing on said right-of-way line, N33°16'03"W for a distance of 95.08 feet;
5. Continuing on said right-of-way line, running northwesterly for a distance of 97.78 feet on the arc of an 737.08-foot radius curve to the right, having a central angle of 07°36'03" and a chord which bears N29°28'02"W a distance of 97.71 feet;
6. Continuing on said right-of-way line, running northwesterly for a distance of 174.99 feet on the arc of an 798.19-foot radius curve to the left, having a

- central angle of 12°33'41" and a chord which bears N31°56'50"W a distance of 174.64 feet;
7. Continuing on said right-of-way line, N38°13'40"W for a distance of 461.53 feet;
  8. Continuing on said right-of-way line, N42°38'52"W for a distance of 268.59 feet;
  9. Continuing on said right-of-way line, N39°56'30"W for a distance of 353.85 feet;
  10. Continuing on said right-of-way line, N35°47'13"W for a distance of 356.39 feet;
  11. Continuing on said right-of-way line, N31°14'50"W for a distance of 572.19 feet;
  12. Continuing on said right-of-way line, N34°55'40"W for a distance of 450.59 feet, to a point on the westerly line of the said New Washington City Placer;
  13. Departing said right-of-way line and continuing on said westerly line, S52°13'24"E for a distance of 14.29 feet, to Corner Number 19 New Washington City Placer;
  14. Continuing on said westerly line, S38°47'24"E for a distance of 1401.80 feet;
  15. Continuing on said westerly line, S38°47'24"E for a distance of 1718.13 feet, to the beginning.

The above described parcel of land contains approximately 6.94 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of Section 28, in Township 47 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the N.E. Corner of said Section 33, whence a BLM alloy cap for the S.E. Corner of Section 33 in Township 48 North, Range 17 West, NMPM bears S00°09'36"W for a distance of 5272.02 feet; thence N54°29'09"W for a distance of 5594.47 feet to a point on the westerly boundary of the New Washington City Placer Mining Claim and the westerly right-of-way of a county road and the Point of Beginning; thence the following courses and distances:

1. N77°49'02"W for a distance of 35.02 feet along the southerly right-of-way of a county road;
2. Continuing on said right-of-way line, N75°16'44"W for a distance of 525.08 feet,;
3. Continuing on said right-of-way line, N82°29'20"W for a distance of 311.69 feet to corner number 27 of the New Boston Placer mining claim;
4. Along easterly line of said New Boston Placer, N06°08'43"E for a distance of 266.75 feet, to corner 21 of the Washington City Placer;
5. Along westerly line of said New Washington City Placer, S61°29'24"E for a distance of 936.04 feet, to the beginning.

The above described parcel of land contains approximately 2.41 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of Section 28, in Township 47 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the S.E. Corner of said Section 28, whence a BLM alloy cap for the S.E. Corner of Section 33 in Township 48 North, Range 17 West, NMPM bears S00°09'36"W for a distance of 5272.02 feet; thence N40°57'22"W for a distance of 1372.63 feet to a point on the westerly right-of-way of Colorado State Highway 141 at the intersection with the easterly line of the New Washington City Placer Mining Claim and the Point of Beginning; thence the following courses and distances:

1. Along said easterly line N38°51'18"W for a distance of 2185.79 feet;
2. Continuing on said easterly line, N51°26'00"W for a distance of 2467.92 feet, to the intersection with the said westerly right-of-way of Highway 141;
3. Along said right-of-way line, running southeasterly for a distance of 21.78 feet on the arc of an 437.50-foot radius non-tangent curve to the right, having a central angle of 02°48'06" and a chord which bears S85°21'32"E a distance of 21.39 feet;
4. Continuing on said right-of-way line, S69°51'50"E for a distance of 190.82 feet;
5. Continuing on said right-of-way line, S71°57'13"E for a distance of 19.30 feet;
6. Continuing on said right-of-way line, running southeasterly for a distance of 391.69 feet on the arc of an 758.60-foot radius curve to the right, having a central angle of 29°35'00" and a chord which bears S57°09'33"E a distance of 387.35 feet;
7. Continuing on said right-of-way line, S42°22'13"E for a distance of 15.78 feet;
8. Continuing on said right-of-way line, running southeasterly for a distance of 184.51 feet on the arc of an 1492.50-foot radius curve to the right, having a central angle of 07°05'00" and a chord which bears S45°54'43"E a distance of 184.40 feet;
9. Continuing on said right-of-way line, S49°27'13"E for a distance of 211.38 feet;
10. Continuing on said right-of-way line, S43°44'35"E for a distance of 100.50 feet;
11. Continuing on said right-of-way line, S49°27'13"E for a distance of 100.00 feet;
12. Continuing on said right-of-way line, S55°09'51"E for a distance of 100.50 feet;
13. Continuing on said right-of-way line, S49°27'13"E for a distance of 315.30 feet;
14. Continuing on said right-of-way line, running southeasterly for a distance of 109.76 feet on the arc of a 2935.40-foot radius curve to the left, having a



- central angle of 02°09'00" and a chord which bears S50°31'43"E a distance of 109.75 feet;
15. Continuing on said right-of-way line, S51°36'13"E for a distance of 112.33 feet;
  16. Continuing on said right-of-way line, running southeasterly for a distance of 114.09 feet on the arc of an 1850.00-foot radius curve to the right, having a central angle of 03°32'00" and a chord which bears S49°38'13"E a distance of 114.07 feet;
  17. Continuing on said right-of-way line, S48°04'13"E for a distance of 405.47 feet;
  18. Continuing on said right-of-way line, running southeasterly for a distance of 267.37 feet on the arc of an 895.00-foot radius curve to the right, having a central angle of 17°07'00" and a chord which bears S39°30'13"E a distance of 266.38 feet;
  19. Continuing on said right-of-way line, S30°57'13"E for a distance of 82.88 feet;
  20. Continuing on said right-of-way line, S34°34'08"E for a distance of 136.85 feet;
  21. Continuing on said right-of-way line, S38°51'18"E for a distance of 48.57 feet;
  22. Continuing on said right-of-way line, running southeasterly for a distance of 36.60 feet on the arc of an 469.30-foot radius curve to the left, having a central angle of 04°28'06" and a chord which bears S46°43'14"E a distance of 36.59 feet;
  23. Continuing on said right-of-way line, S55°50'18"E for a distance of 160.71 feet;
  24. Continuing on said right-of-way line, S59°27'13"E for a distance of 13.70 feet;
  25. Continuing on said right-of-way line, S56°33'16"E for a distance of 140.39 feet;
  26. Continuing on said right-of-way line, S64°17'47"E for a distance of 64.67 feet;
  27. Continuing on said right-of-way line, S36°05'51"E for a distance of 143.53 feet;
  28. Continuing on said right-of-way line, S33°12'13"E for a distance of 1220.95 feet, to the beginning.

The above described parcel of land contains approximately 7.08 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of the N 1/2 of Section 29 in Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the N.E. Corner of said Section 33, whence a BLM alloy cap for the S.E. Corner of said Section 33

bears S00°09'36"W for a distance of 5272.02 feet; thence N66°20'33"W for a distance of 10,124.82 feet to the intersection of the north line of the New Boston Placer, MS 5303, with the right-of-way line of U.S. Highway 141 and the Point of Beginning; thence the following courses and distances:

1. S84°13'14"W on said north line for a distance of 775.58 feet to the intersection with said the right-of-way line;
2. Continuing on said right-of-way line N65°47'01"E for a distance of 125.88 feet to a point of curve;
3. Northeasterly for a distance of 267.02 feet on the arc of a 1950.00-foot radius curve to the left, the chord of which bears N88°55'03"E a distance of 266.81 feet;
4. S87°12'42"E for a distance of 73.74 feet;
5. N84°59'41"E for a distance of 99.88 feet;
6. N85°37'03"E for a distance of 214.40 feet;
7. S88°25'19"E on said right-of-way line for a distance of 3.13 feet to the beginning.

The above described parcel of land contains approximately 0.3 acres

**ALSO EXCEPTING AND EXCLUDING THEREFROM** all that portion of the N 1/2 of Section 29 in Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

Commencing at a Bureau of Land Management (BLM) alloy cap for the N.E. Corner of said Section 33, whence a BLM alloy cap for the S.E. Corner of said Section 33 bears S00°09'36"W for a distance of 5272.02 feet; thence N56°51'24"W for a distance of 7,920.12 feet to the intersection of the north line of the New Boston Placer, MS 5303, with the right-of-way line of U.S. Highway 141 and the Point of Beginning; thence the following courses and distances:

1. S84°13'14"W on said north line for a distance of 1301.48 feet to the intersection with said the right-of-way line and at a point of curvature;
2. Continuing on said right-of-way line, running northeasterly for a distance of 128.76 feet on the arc of a 1472.52-foot radius curve to the left, the chord of which bears N60°59'01"E a distance of 128.72 feet;
3. N73°15'57"E for a distance of 106.22 feet;
4. N56°12'41"E for a distance of 220.30 feet;
5. N61°23'40"E for a distance of 229.36 feet to a point of curve;
6. Running northeasterly for a distance of 158.56 feet on the arc of a 370.80-foot radius curve to the right, the chord of which bears N84°42'41"E a distance of 157.35 feet;
7. S71°58'18"E for a distance of 229.36 feet;
8. S66°47'19"E, on said right-of-way line, for a distance of 349.66 feet to the beginning.

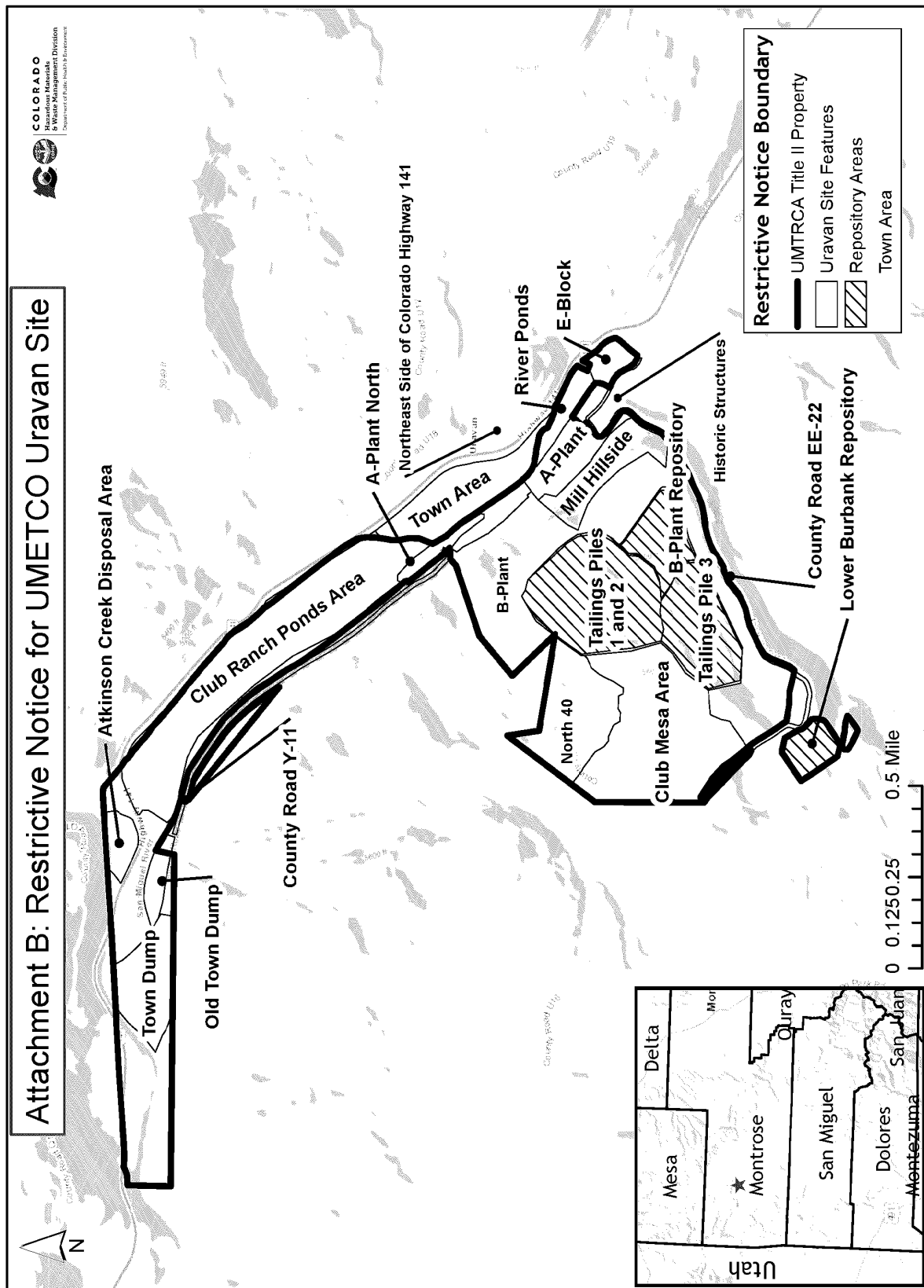
The above described parcel of land contains approximately 4.4 acres

**ALSO EXCEPTING AND EXCLDUIING THEREFROM** all that portion of the Section 4 in Township 47 North, Range 17 West of the New Mexico Principal Meridian (NMPM), in Montrose County, Colorado, said portion being more particularly described as follows:

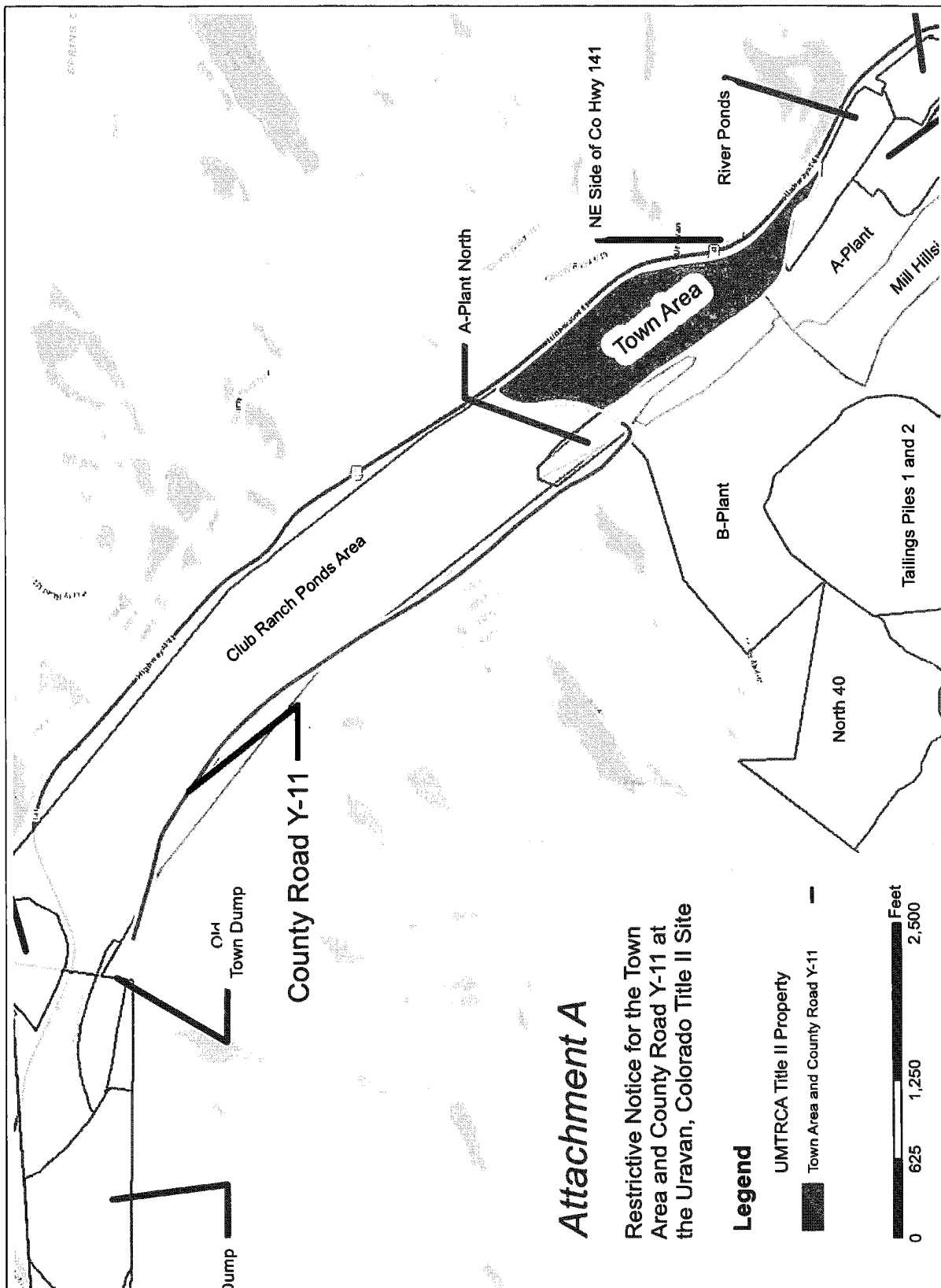
Commencing at a Bureau of Land Management (BLM) alloy cap for the S.W. Corner of said Section 34, Township 47 North, Range 17 West of the New Mexico Principal Meridian (NMPM), whence a BLM alloy cap for the N.W. Corner of said Section 34 bears N00°09'36"E for a distance of 5272.02 feet; thence S64°04'36"W for a distance of 3181.19 feet to Corner No. 2 of the unpatented Uravan No. 65 Mill Site (MS 20920); thence N81°48'35"W for a distance of 180.47 feet to the Point of Beginning; thence the following courses and distances:

1. N50°03'09"E for a distance of 353.52 feet;
2. N34°09'00"E for a distance of 496.41 feet to a point of curve;
3. Northeasterly for a distance of 53.39 feet on the arc of a 230.00-foot radius curve to the left, the chord of which bears N34°09'00"E a distance of 53.27 feet;
4. N27°30'00"E for a distance of 37.78 feet to a point of curve;
5. Northeasterly for a distance of 41.34 feet on the arc of a 270.00-foot radius curve to the right, the chord of which bears N31°53'11"E a distance of 41.30 feet;
6. N08°16'03"E, on the easterly line of the unpatented Uravan No. 164 Mill Site (MS 20920), for a distance of 91.32 feet;
7. N81°54'57"E on the south line of Uravan No. 99 Mill Site (MS 20888) for a distance of 342.62 feet;
8. S08°17'03"W for a distance of 37.77 feet to the south line of Uravan No.57 Mill Site (MS 20888);
9. N82°15'42"W for a distance of 798.99 feet to the east line of Uravan No. 62 Mill Site (MS 20888);
10. S07°48'26"W for a distance of 541.03 feet to the south line of said Uravan No. 62;
11. N82°00'35"W, on said south line, for a distance of 220.04 feet;
12. N82°00'35"W, on said south line, for distance of 132.81 feet;
13. Departing said south line, S30°56'08"E for a distance of 211.07 feet;
14. S30°56'08"E for a distance of 85.69 feet;
15. S13°29'34"W for a distance of 113.12 feet;
16. S65°22'58"E for a distance of 339.68 feet to the west line of Chemist No. 2 (MS 20273);
17. N24°41'06"E for a distance of 105.99 feet to the north line of Chemist No. 2;
18. S81°48'35"E for a distance of 451.84 feet to the beginning.

The above described parcel of land contains approximately 21.528 acres



**Attachment B: Restrictive Notice for UMETCO Uravan Site**



### Attachment A

Restrictive Notice for the Town Area and County Road Y-11 at the Uravan, Colorado Title II Site

EXHIBIT

Legal Description of Umetco Minerals Corporation, County Road Y-11 and Town Area

All of that portion of Township 47 North, Range 17 West and of Township 48 North, Range 17 West of the New Mexico Principal Meridian (NMPM) in Montrose County, Colorado described as follows:

**All that certain highway right-of-way** situated in Section 29, Township 48 North, Range 17 West of the New Mexico Principal Meridian, Montrose County, Colorado, which encompasses the following two parcels.

Parcel 1, a strip of land sixty feet in width, along a portion of the existing Montrose County Road Y11, also being a portion of the New Boston Placer, Mineral Survey No. 5303, situated in Section 29, Township 48 North, Range 17 West, of the New Mexico Principal Meridian, Montrose County, Colorado, and being more particularly described as follows:

Commencing at the northwesterly corner of the existing sixty foot wide right of way of County Road Y11, as described by Reception Number 554241 of the Montrose County Clerk and Recorder's Office records, from which the Corner of Sections 20, 21, 28 and 29 (being a 2" pipe with a 3 1/4" brass cap marked "U.S. CADASTRAL SURVEY T48N R17W S20|S21|S29|S28 1951 BUREAU OF LAND MANAGEMENT") bears N. 7°14'38" W. a distance of 2,525.59 feet and U.S.L.M. Davis (being a sandstone, 30"x12"x9" set in a mound of stone marked "+ USLM DAVIS") bears N. 29°20'19" E. a distance of 1,293.31 feet;

Thence 322.65 feet along the arc of a curve to the left, said curve having a radius of 4,906.94 feet, a central angle of 3°46'03", a chord which bears N. 77°10'14" W. a distance of 322.59 feet, and being 30.00 feet north of and parallel to the existing centerline of County Road Y11 (January 2022), to a point on Line 26-27 of the New Boston Placer, M.S.5303 and the TRUE POINT OF BEGINNING;

Thence continuing 30.00 feet north of and parallel to the existing centerline of County Road Y11 (January 2022) the following eleven courses:

1. 32.35 feet along the arc of a curve to the left, said curve having a radius of 4,906.94 feet, a central angle of 0°22'40", and a chord which bears N. 79°14'36" W. a distance of 32.35 feet;
2. N. 79°56'59" W. a distance of 281.30 feet;
3. 186.85 feet along the arc of a curve to the left, said curve having a radius of 1,410.83 feet, a central angle of 7°35'17", and a chord which bears N. 83°44'37" W. a distance of 186.71 feet;
4. N. 87°32'16" W. a distance of 66.97 feet;
5. 58.10 feet along the arc of a curve to the right, said curve having a radius of 319.63 feet, a central angle of 10°24'50", and a chord which bears N. 82°19'51" W. a distance of 58.02 feet;
6. N. 77°07'25" W. a distance of 240.24 feet;
7. 365.06 feet along the arc of a curve to the right, said curve having a radius of 1,331.25 feet, a central angle of 15°42'42", and a chord which bears N. 69°16'04" W. a distance of 363.91 feet;
8. N. 61°24'43" W. a distance of 243.85 feet;



9. 187.18 feet along the arc of a curve to the right, said curve having a radius of 391.66 feet, a central angle of 27°22'56", and a chord which bears N. 47°43'20" W. a distance of 185.40 feet;
10. N. 34°01'54" W. a distance of 114.90 feet;
11. 233.11 feet along the arc of a curve to the left, said curve having a radius of 435.00 feet, a central angle of 30°42'16", and a chord which bears N. 49°23'04" W. a distance of 230.33 feet, more or less, to a point on Line 26-29 of said New Boston Placer, from which said Corner of Sections 20, 21, 28 and 29 bears N. 46°40'26" E. a distance of 2,446.65 feet; Thence S. 84°13'14" W. along said Line 26-29 a distance of 182.86 feet;

Thence 30.00 feet south of and parallel to the existing centerline of County Road Y11 (January 2022) the following eleven courses:

1. 362.59 feet along the arc of a curve to the right, said curve having a radius of 375.00 feet, a central angle of 55°24'00", and a chord which bears S. 61°43'54" E. a distance of 348.63 feet;
2. S. 34°01'54" E. a distance of 114.90 feet;
3. 215.85 feet along the arc of a curve to the left, said curve having a radius of 451.66 feet, a central angle of 27°22'55", and a chord which bears S. 47°43'20" E. a distance of 213.80 feet;
4. S. 61°24'43" E. a distance of 243.85 feet;
5. 381.51 feet along the arc of a curve to the left, said curve having a radius of 1,391.25 feet, a central angle of 15°42'42", and a chord which bears S. 69°16'04" E. a distance of 380.32 feet;
6. S. 77°07'25" E. a distance of 240.24 feet, from which point Triangulation Station BL3 (being a 3/4" iron pipe in a sandstone boulder marked "UM BL 3") bears S. 18°27'38" E. a distance of 90.24 feet;
7. 69.00 feet along the arc of a curve to the left, said curve having a radius of 379.63 feet, a central angle of 10°24'50", and a chord which bears S. 82°19'51" E. a distance of 68.91 feet;
8. S. 87°32'16" E. a distance of 66.97 feet;
9. 178.90 feet along the arc of a curve to the right, said curve having a radius of 1,350.83 feet, a central angle of 7°35'17", and a chord which bears S. 83°44'37" E. a distance of 178.77 feet;
10. S. 79°56'59" E. a distance of 281.03 feet;
11. 36.73 feet along the arc of a curve to the right, said curve having a radius of 4,846.94 feet, a central angle of 0°26'03", and a chord which bears S. 79°12'43" E. a distance of 36.73 feet, more or less to a point on said Line 26-27, New Boston Placer;

Thence N. 6°08'43" E. along said Line 26-27 a distance of 60.21 feet, more or less to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 124,966 sq. ft. (2.869 acres), more or less.

AND

Parcel 2, a strip of land sixty feet in width, along a portion of the existing Montrose County Road Y11, also being a portion of the New Boston Placer, Mineral Survey No. 5303, situated in Section 29, Township 48 North, Range 17 West, of the New Mexico Principal Meridian, Montrose County, Colorado, and being more particularly described as follows:



Commencing at a point on Line 26-29 of said New Boston Placer, from which the Corner of Sections 20, 21, 28 and 29 (being a 2" pipe with a 3 1/4" brass cap marked "U.S. CADASTRAL SURVEY T48N R17W S20|S21|S29|S28 1951 BUREAU OF LAND MANAGEMENT") bears N. 52°25'22" E. a distance of 2,829.66 feet, said point also being the TRUE POINT OF BEGINNING;

Thence 30.00 feet north of and parallel to the existing centerline of County Road Y11 (January 2022) the following sixteen courses:

1. 261.70 feet along the arc of a curve to the left, said curve having a radius of 830.00 feet, a central angle of 18°03'56", and a chord which bears S. 50°07'19" W. a distance of 260.62 feet;
2. S. 41°05'21" W. a distance of 345.10 feet;
3. 202.45 feet along the arc of a curve to the right, said curve having a radius of 1,993.96 feet, a central angle of 5°49'02", and a chord which bears S. 43°59'52" W. a distance of 202.36 feet;
4. S. 46°54'23" W. a distance of 38.65 feet;
5. 230.29 feet along the arc of a curve to the right, said curve having a radius of 423.56 feet, a central angle of 31°09'06", and a chord which bears S. 62°28'56" W. a distance of 227.46 feet;
6. S. 78°03'29" W. a distance of 106.33 feet;
7. 208.08 feet along the arc of a curve to the right, said curve having a radius of 628.04 feet, a central angle of 18°58'58", and a chord which bears S. 87°32'58" W. a distance of 207.13 feet;
8. N. 82°57'33" W. a distance of 59.27 feet;
9. 157.05 feet along the arc of a curve to the right, said curve having a radius of 1,576.35 feet, a central angle of 5°42'30", and a chord which bears N. 80°06'18" W. a distance of 156.99 feet;
10. N. 77°15'03" W. a distance of 49.29 feet;
11. 248.83 feet along the arc of a curve to the right, said curve having a radius of 1,870.01 feet, a central angle of 7°37'27", and a chord which bears N. 73°26'20" W. a distance of 248.65 feet;
12. N. 69°37'36" W. a distance of 125.64 feet;
13. 253.64 feet along the arc of a curve to the left, said curve having a radius of 754.99 feet, a central angle of 19°14'55", and a chord which bears N. 79°15'04" W. a distance of 252.45 feet;
14. N. 88°52'31" W. a distance of 130.73 feet;
15. 184.24 feet along the arc of a curve to the right, said curve having a radius of 2,866.26 feet, a central angle of 3°40'58", and a chord which bears N. 87°02'02" W. a distance of 184.21 feet;
16. N. 85°11'33" W. a distance of 264.28 feet, more or less, to a point on Line 28-29 of said New Boston Placer, from which the Corner of Sections 19, 20, 29 and 30 (being a 2" pipe with a 3 1/4" brass cap marked "U.S. CADASTRAL SURVEY T48N R17W S19|S20|S30|S29 1951 BUREAU OF LAND MANAGEMENT") bears N. 11°00'09" W. a distance of 2,538.48 feet;

Thence S. 0°36'00" E. along said Line 28-29 a distance of 60.27 feet;

Thence 30.00 feet south of and parallel to the existing centerline of County Road Y11 (January 2022) the following seventeen courses: S. 85°11'33" E. a distance of 258.60 feet;

1. 188.09 feet along the arc of a curve to the left, said curve having a radius of 2,926.26 feet, a central angle of 3°40'58", and a chord which bears S. 87°02'02" E. a distance of 188.06 feet;
2. S. 88°52'31" E. a distance of 130.73 feet;

3. 233.48 feet along the arc of a curve to the right, said curve having a radius of 694.99 feet, a central angle of 19°14'55", and a chord which bears S. 79°15'04" E. a distance of 232.39 feet;
4. S. 69°37'36" E. a distance of 125.64 feet;
5. 256.82 feet along the arc of a curve to the left, said curve having a radius of 1,930.01 feet, a central angle of 7°37'27", and a chord which bears S. 73°26'20" E. a distance of 256.63 feet;
6. S. 77°15'03" E. a distance of 49.29 feet;
7. 163.03 feet along the arc of a curve to the left, said curve having a radius of 1,636.35 feet, a central angle of 5°42'30", and a chord which bears S. 80°06'18" E. a distance of 162.96 feet;
8. S. 82°57'33" E. a distance of 59.27 feet;
9. 227.95 feet along the arc of a curve to the left, said curve having a radius of 688.04 feet, a central angle of 18°58'58", and a chord which bears N. 87°32'58" E. a distance of 226.91 feet;
10. N. 78°03'29" E. a distance of 106.33 feet;
11. 262.91 feet along the arc of a curve to the left, said curve having a radius of 483.56 feet, a central angle of 31°09'06", and a chord which bears N. 62°28'56" E. a distance of 259.69 feet;
12. N. 46°54'23" E. a distance of 38.65 feet;
13. 208.54 feet along the arc of a curve to the left, said curve having a radius of 2,053.96 feet, a central angle of 5°49'02", and a chord which bears N. 43°59'52" E. a distance of 208.45 feet;
14. N. 41°05'21" E. a distance of 345.10 feet;
15. 360.65 feet along the arc of a curve to the right, said curve having a radius of 770.00 feet, a central angle of 26°50'09", and a chord which bears N. 54°30'26" E. a distance of 357.36 feet;
16. 65.11 feet along the arc of a curve to the right, said curve having a radius of 375.00 feet, a central angle of 9°56'51", and a chord which bears N. 72°53'56" E. a distance of 65.02 feet, more or less, to a point on said Line 26-29, New Boston Placer;

Thence S. 84°13'14" W. along said Line 26-29 a distance of 199.34 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 177,439 sq. ft. (4.073 acres), more or less.

AND

All that certain part and portion of Section 34 in Township 48 North, Range 17 West of the New Mexico Principal Meridian in the County of Montrose, State of Colorado, containing 33.92-acres more or less, being more particularly described as follows:

All of Uravan No. 89 Mill Site, USMS No. 20885, and  
All of Uravan No. 93 Mill Site, USMS No. 20830, and

All that part and portion of the New Riverbend, Placer, USMS No. 5303, lying southerly and easterly of the following described line: Commencing at a General Land Office (GLO) alloy cap and pipe for the N.W> Corner of said Section 34, whence a GLO alloy cap and pipe for USLM "Came" bears S33826'13"E for a distance of 5394.52 feet; thence S38805'48"E for a distance of 3734.14 feet to a point at the intersection of the centerline of the San Miguel River with the line between Corner No. 15 and Corner No. 16 of said New Riverbend Placer and the point of beginning; thence, continuing on said centerline, S08817'53"W for a distance of 89.22 feet; thence S38821'46"W for a distance

of 116.93 feet; thence S39803'54"W for a distance of 202.73 feet; thence S26846'13"W for a distance of 66.91 feet; thence S07852'10"W for a distance of 85.19 feet; thence S11803'48"E for a distance of 123.48 feet; thence S20857'17"E for a distance of 140.14 feet to the intersection of the centerline of said river with the line between Corner No. 12 and Corner No. 13 of said New Riverbend Placer and the terminus of said line;

**EXCEPTING THERFROM** that part of the New Riverbend Placer and said Uravan No. 93 Mill Site previously granted as highway right-of-way by deed recorded on April 4, 1952, in Book 352 at Page 466 through 470, and by deed recorded on January 1, 2009, in book 1234 at Page 123 in the Office of the Montrose County Records.

**EXCEPTING AND EXCLUDING THEREFROM** all that certain highway right-of-way granted by a deed recorded in Book 414 at Pages 344-345 of the Montrose County Records.

**ALSO EXCEPTING AND EXCLUDING THEREFROM** Any portions of those certain rights-of-way recorded in Notices of reception Numbers 554241, 830689, 830690 and 837736.