

Old (East) Rifle UMTRA Mill Site Environmental Covenant Summary

Covenant ID: HMC0V00006

Covenant Information:

Covenant Date: October 29, 2002

Self Reporting: Yes

Media of Concern:

Surface Water: No

Groundwater: Yes

Air: No

Soil: Yes

Other: No

Contaminants of Concern: uranium, vanadium

Property Restrictions:

1. No well drilling in alluvial aquifer
2. No earthmoving without Department approval
3. Radon vent systems

Site Information:

ID: N/A

Name: Old (East) Rifle UMTRA Mill Site

Address: Hwy 6 *See Legal Description

City: Rifle

State: CO

Zip Code: 81650

Legal Description: See Schedule A

County: Garfield

Site Contact Information:

City of Rifle

Name: Selby Meyers, City Manager

Address: PO Box 1908

202 Railroad Ave

City: Rifle

State: CO Zip Code: 81650

OLD RIFLE MILL SITE

107°46'30"W

107°46'0"W

Featured Institutional Control



39°32'0"N

39°32'0"N

39°31'30"N

39°31'30"N



GARFIELD

MESA

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107°46'30"W

107°46'0"W

HMCOV00006

0

325

650

Meters



Colorado Department of Public Health and Environment

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This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

By this deed, the City of Rifle grants an Environmental Covenant ("Covenant") this 16th day of October, 2002 to the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, The City of Rifle is the owner of certain property commonly referred to as the Old Rifle Uranium Mill site in Rifle, Colorado in Garfield County, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, Union Carbide, disposed of uranium mill tailings at the Old Rifle Mill site, and as a result of this disposal, groundwater under the property is contaminated; and

WHEREAS, pursuant to the Site Observational Work Plan for the Old Rifle Mill Site, the Property is the subject of remedial action pursuant to the Uranium Mill Tailings Radiation Control Act, 42 U.S.C. § 7901 *et seq.*; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting surface disturbance and groundwater use as further described below; and

WHEREAS, The City of Rifle desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind The City of Rifle, its heirs, successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department.

NOW, THEREFORE, The City of Rifle hereby grants this Environmental Covenant to the Department, with the U.S. Department of Energy as a third party beneficiary, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraph 1 below, which shall run with the Property in perpetuity and be binding on the City of Rifle and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land. The City of Rifle and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this covenant as OWNER.

1. Use restrictions

- A. No habitable structure may be constructed on the property without properly designed radon mitigation as approved by the Department.
- B. Wells completed in the alluvial aquifer or the Entrada formation may not be used for domestic or potable water supplies.
- C. No tilling, excavation, grading, construction, or any other activity that disturbs the ground surface is permitted on the Property, without the express written consent of the Department and the U.S. Department of Energy.
- D. No activities that will in any way damage any monitoring or remedial wells installed by the Department of Energy, or interfere with the maintenance, operation, or monitoring of said wells is allowed, without the express written consent of the Department and the U.S. Department of Energy.

2. Purpose of this covenant The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any residual radioactive material or contaminated groundwater that remains on the Property. The Covenant will accomplish this by restricting groundwater use, minimizing those activities that result in disturbing the ground surface, and by creating a review and approval process to ensure that any such intrusive activities are conducted with appropriate precautions to avoid or eliminate any hazards.

3. Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER or its successors and assigns may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

- a) a proposal to perform additional remedial work;
- b) new information regarding the risks posed by the residual contamination;
- c) information demonstrating that residual contamination has diminished;
- d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and other appropriate supporting information.

4. Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.

5. Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
6. Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
7. Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.
8. No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant, nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary
9. Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-321, C.R.S. The City of Rifle and any named beneficiaries of this Covenant may file suit in district court to enjoin actual or threatened violations of this Covenant.
10. Owner's Compliance Certification OWNER shall submit an annual Report to the Department, on the anniversary of the date this Covenant was signed by The City of Rifle, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.
11. Notices Any document or communication required under this Covenant shall be sent or directed to:

Jeffrey Deckler
Remedial Programs Manager
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Donald Metzler
U.S. Department of Energy
Grand Junction Project office
Grand Junction, Colorado

The City of Rifle, has caused this instrument to be executed this 16th day of October, 2002.

The City of Rifle

By: Keith Lambert
Title: Keith Lambert, Mayor, City of Rifle, Colorado

STATE OF Colorado)
) ss:
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 16 day of October, 2002 by Mayor Keith Lambert on behalf of The City of Rifle

Ellen J. Gaugler
Notary Public
4841 154 Road
Address
Glenwood Springs, CO 81601

My commission expires: 11/8/2004

Accepted by the Colorado Department of Public Health and Environment this 29th day of October, 2002.

By: Douglas Benevento

Title: Acting Executive Director

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 29th day of October, 2002 by Douglas H Benevento on behalf of the Colorado Department of Public Health and Environment.

Maria S. Zepeda-Sanchez
Notary Public
5863 Magnolia St
Address
Commerce City, CO 80022

My commission expires: 4/14/03

SCHEDULE A
Legal Description

The land referred to in this Commitment is situated in the County of Garfield, state of Colorado and described as follows:

Beginning at a point on the south right of way line of U.S. Highway 6 & 24, said point more particularly described as being South 0°18' West 1415 feet, more or less, from the northeast corner of the NW1/4 of the NW1/4 of Section 15, Township 6 South, Range 93 West, 6th P.M. and running then South 0°18' West 36.5 feet to the North right of way line of the D&RGW Railroad, thence South 76°36' West 1891.8 feet along said right of way, thence continuing along said right of way line the following courses and distances: South 79°2' West, 194.9 feet; South 85°35' West 194.1 feet; North 87°20' West 193.9 feet; North 80°23' West 194.0 feet; North 79°32' West 26.7 feet; thence North 74.5 feet to the South right of way line of the U.S. Highway 6 & 24, and a point on a 673 foot radius curve to the left, thence North-easterly along said curve an arc distance of 453.5 feet (chord bears North 69°26'30" East 445 feet); thence North 50°07' East 655.7 feet to a point on a 472.98 foot radius curve to the right, thence Northeasterly along said curve an arc distance of 223.16 feet (chord bears North 63°38' east 221.1 feet); thence North 80°51'30" East 293.9 feet; thence South 79°33' East 157.7 feet to a point on a 2825 foot radius curve to the right, thence Southeasterly along said curve an arc distance of 460.21 feet (chord bears South 74°53' East 459.7 feet); thence South 70°13' East 306.5 feet to a point on a 1081.8 foot radius curve to the left, thence Easterly along said curve an arc distance of 348.81 feet (chord bears South 79°24' East 347.2 feet) to the POINT OF BEGINNING.

EXCEPTING therefrom those portions of the above described property conveyed to the Denver and Rio Grande Western Railroad Company in deed recorded May 8, 1978 in book 509 at page 551 and that part conveyed to the City of Rifle in deed recorded January 18, 1971 in Book 416 at Page 257.