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WAYNE SMITH
CHANCERY CLERK

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Document Prepared by Steven R. Schiesswohl U. S DOE, Office of Legacy Management 11025 Dover Street, Suite 100 Westminster, CO 80021 (720) 377-9683 <input checked="" type="checkbox"/> Not a Mississippi Attorney <input type="checkbox"/> Mississippi Attorney Bar No. _____	Return Original Document to Gerald McWhorter Assistant Secretary of State for Public Lands P. O. Box 136 Jackson, MS 39205-0136 (601) 359-6374 <i>If left blank, original document will be returned to document preparer.</i>
QUITCLAIM DEED	
<i>Use bold or underlined type for party names. The names of all parties must be listed in exactly the same form as they appear in the document.</i>	
Grantor(s) United States of America, Department of Energy, Office of Legacy Management 2597 B 3/4 Road Grand Junction, Colorado 81503 (970) 248-6000	Grantee(s) State of Mississippi for the Mississippi Forestry Commission 660 North Street, Suite 300 Jackson, Mississippi 39202 (601) 359-1386
Indexing Instructions <u>Township 2 North, Range 15 West</u> Section 7: NW ¼ SW ¼ and SW ¼ NW ¼ <u>Township 2 North, Range 16 West</u> Section 11: S ½ NE ¼, S ½ NW ¼, SW ¼ and SE 1/4 Section 12: SW ¼ NE ¼, S ½ NW ¼, SW ¼ and SE 1/4 Section 13: SW ¼ NE ¼, NW ¼, SW ¼, and W ½ SE ¼ Section 14: All Section 15: SE ¼	
This document contains <u>21</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.	

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QUITCLAIM DEED

The United States of America, acting by and through the U.S. Department of Energy, Office of Legacy Management, 2597 B ¾ Road, Grand Junction, Colorado, 81503 (Grantor), for good and valuable consideration by these presents does hereby grant, give, remise, release, and quitclaim, unto the State of Mississippi, acting by and through the Secretary of State of the State of Mississippi (Grantee), 700 North Street, Jackson, Mississippi, 39202, its successors and assigns, all surface rights, title, and interests, including all timber rights, the Grantor has or may have in or to certain real property, commonly known as either the Tatum Salt Dome Test Site or the Salmon Site, (Property) described as follows:

Property Description

The Property is comprised of a 1,470 acre parcel, more or less, of fee land and an additional 8.77 acres, more or less of easements and rights-of-entry in Lamar County, Mississippi, and being more fully described on attached **Exhibit A** consisting of 4 pages.

Notwithstanding any term, limitation, condition, reservation or exception contained in this deed, it is agreed and understood by and between Grantor and Grantee that Grantee shall be vested with full ownership and title to all timber on said Property with all rights to manage, harvest, sell, plant, replant and regenerate timber and other forest products on said Property.

Grantee will receive all improvements on the property with the exception of the hereinafter reserved monitoring wells, site monument and bollards.

For the same consideration, the Grantor does hereby remise, release and quitclaim unto the Grantee and its assigns, all right, title and interest which the Grantor may have in the banks, beds and waters of any stream bordering the said land herein conveyed, and also all interest in alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land.

The State of Mississippi, herein acting by and through the Secretary of State as Land Commissioner for the State of Mississippi, shall exercise all rights of use, possession and ownership herein granted in the Property, and shall operate the property in conjunction with the Mississippi Forestry Commission, an agency of the State of Mississippi. It is understood and agreed by and between Grantor and Grantee that such use and possession shall not be a limitation on the grant here and that there shall be no limitation on the right of the Grantee to assign or reassign use and possession of the Property to another agency of the State, or to otherwise dispose of the Property, provided that any such disposal, assignment or reassignment shall be expressly made subject to the terms, limitations, conditions and reservations set forth in this deed.

Statutory Authority

Grantor is acting pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2201 (g)) and the National Defense Authorization Act of Fiscal Year 1997 (P.L. 104-201), Section 2851, Land Conveyance, Tatum

Salt Dome Test Site, Mississippi. A true copy of Section 2851 is attached hereto as **Exhibit B** consisting of 2 pages.

Grantee is acting pursuant to the powers and authority contained in Section 29-1-1 Miss. Code Ann. (1972, as amended). A true copy of Section 29-1-1 Miss. Code Ann. is attached hereto as **Exhibit C** consisting of 2 pages.

Reservations and Exceptions

This conveyance is hereby expressly made by Grantor and accepted by Grantee subject to the following terms, conditions, limitations, reservations and exceptions:

Pursuant to said Section 2851(b) of the National Defense Authorization Act of Fiscal Year 1997 (P.L. 104-201), “[t]he conveyance . . . shall be subject to the condition that the State use the conveyed property as a wildlife refuge and working demonstration forest” and (c) “[t]he property to be conveyed is hereby designated as the ‘Jamie Whitten Forest Management Area.’” Pursuant to section (d), this conveyance is also subject to each of the following rights expressly reserved and retained by the United States:

- (1) Retention by the United States of subsurface estates below the property conveyed.
- (2) Retention by the United States of rights of access by easement or otherwise, for such purposes as the Secretary [of Energy] considers appropriate, including access to monitoring wells for sampling.
- (3) Retention by the United States of the right to install wells additional to those identified in the remediation plan for the property to the extent such additional wells are considered necessary by the Secretary [of Energy] to monitor potential pathways of contaminant migration. Such wells shall be in such locations as specified by the Secretary [of Energy].

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, including those for roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and rights-of-way, and including but not limited to, any specific easements, reservations, rights, and covenants described herein; any factual information that would be disclosed by a physical examination of the Property; any factual information that an accurate and adequate survey of the Property would disclose; and to any and all properly indexed matters of record.

The Property is conveyed subject to the terms and conditions of the Deed Restriction dated August 25, 2005, and recorded in Book 18-A at Page 212 of the Land Deed Records of the Chancery Clerk of Lamar County, Mississippi. A true copy of the Deed Restriction is attached hereto as **Exhibit D** consisting of 4 pages. This Deed Restriction imposes restrictions on excavation, drilling and/or removal of excavated material without prior approval from the Grantor on the Property. This Deed Restriction also includes angle or directional drilling from outside the Property to within the Property boundaries and requires notice to the Grantor of any zoning changes for the area containing the Property.

The Property is taken subject to a right-of-way to Ray Massengale dated August 20, 1991 and recorded in Book 9-U at page 41 of the Land Deed Records of the Chancery Clerk of Lamar County, Mississippi, which affects the easement in Section 15, Township 2 North, Range 16 West.

Grantor retains ownership and responsibility for all substances, materials and by-products, whether hazardous or non-hazardous, produced, resulting from, or in any way connected with any and all nuclear and non-nuclear tests conducted in, on or under said Property by the United States Government (Site Substances).

Pursuant to the National Defense Authorization Act of Fiscal Year 1997 (P.L. 104-201, Section 2851), Grantor reserves ownership of all monitoring wells and the monument commemorating the nuclear test activities conducted on the Property as well as all bollards situated around said wells and monument. Grantor will be responsible for operation and maintenance of said existing test wells and any test wells installed by Grantor in the future. Grantor will be responsible for care and maintenance of said monument and all said bollards. Grantor reserves a limited right of use of the surface of said Property on which said wells, monument and bollards are situated for the continued existence of same. In the event that Grantor abandons any such well, bollard or monument the limited right of surface use shall terminate as to the abandoned well, bollard or monument.

Condition of Property

The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. The Grantee, in accepting this Deed, acknowledges that the Grantor has not made any representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

Grantee will maintain the steel railroad flatcar bridge located on the major east west road crossing Half Moon Creek and all major site roads in serviceable condition to facilitate the Grantors future monitoring activities. However, nothing herein shall prevent Grantee from closing existing roads and opening other roads provided that Grantor is provided adequate access to and over the Property for future monitoring activities.

Long Term Surveillance and Monitoring Plan (LTSMP). The Grantee, in accepting this Deed, acknowledges and attests that the Property is subject to a LTSMP. A copy of said LTSMP is available from the U. S. Department of Energy, Office of Legacy Management.

CERCLA 120(h) Covenant. Grantor warrants that any remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor covenants that any additional remedial action found to be necessary after the date of the transfer of the Property shall be conducted by the Grantor. Additional information about site activities and conditions can be obtained by contacting the Grantor at U.S. Department of Energy, Office of Legacy Management.

This covenant shall not apply to the extent that any additional response action found to be necessary is the result of an act or failure to act of the Grantee, its successors and assigns, or any party in possession after the date of the conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or, (ii) causes or exacerbates the release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance. It is understood and agreed by and between the Grantor and Grantee that item (ii) immediately above shall not be interpreted or applied to limit Grantor's obligations under this covenant or to impose on the Grantee a duty to act to mitigate any condition resulting from the release of a hazardous substance except to the extent, and only to the extent, that the Grantee, its successors, assigns, or any party in possession under authority obtained from Grantee contributed to any such release.

In the event the Grantee, its successors or assigns, seeks to have Grantor conduct any additional response action, and, as a condition precedent to the Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide the Grantor at least 45 days written notice of such a claim. Notice should be sent to U.S. Department of Energy, Office of Legacy Management. In order for the 45 day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of the conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure of the Grantee, its successors or assigns, or any party in possession. For purposes of initiating such notice, a signed statement stating that "on information and belief, the associated contamination existed prior to the date of the conveyance and that the need for additional response action was not the result of the act or failure to act of the Grantee, its successors or assigns or any party in possession," shall be deemed credible evidence.

Reservation of Right of Access. Grantor hereby reserves and Grantee accepts on behalf of itself and its successors and assigns, the right of access to all portions of the Property for environmental investigation, remediation or other corrective action found to be necessary regarding Site Substances located on the Property as of the date of transfer. This reservation includes the right of access to and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which access is necessary to carry out a remedial action, response action, or corrective actions on adjoining property. Pursuant to this reservation, the Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right to enter upon the Property and conduct investigations and surveys, to include drilling, borings, data compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities, and use of other actions deemed necessary by the Grantor to comply with all Federal and State statutes, regulations or any court order. Grantee acknowledges that the removal of contamination may necessitate destruction of improvements on the Property and agrees to enter into negotiations with the Grantor to determine appropriate and reasonable reparations.

In the event the Grantee, its successors or assigns, seeks to excavate, drill and/or remove any excavated material from the Property or change the zoning of the Property the Grantee, its

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successors or assigns, shall provide the Grantor at least 45 days written notice of such proposed action.

Grantee acknowledges that the removal of contamination may necessitate destruction of timber on the Property and agrees to enter into negotiations with the Grantor to determine appropriate and reasonable reparations. Nevertheless, it is understood and agreed by and between Grantor and Grantee that Grantor shall have no responsibility to pay for any timber that was standing and growing on the Property as of the date of this deed.

Miscellaneous Provisions

Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be sent.

To Grantor:

U.S. Department of Energy, Realty Officer
Office of Legacy Management
2597 B ¾ Road
Grand Junction, Colorado
(970) 248-6070
Fax # (970) 248-6040

To Grantee:

State Forester
Mississippi Forestry Commission
660 North St., Suite 300
Jackson, Mississippi 39202
(601) 359-1386
Fax # (601) 359-1349

With Copy to:

Assistant Secretary of State for Public Lands
Post Office Box 136
Jackson, Mississippi 39205-0136
(601) 359-1350
Fax # (601) 359-1461

Hold Harmless. To the extent permitted by law, Grantee covenants to hold harmless the Grantor for any liability associated with disruption of any public purpose venture on the Property conveyed by this Deed, the disruption of any improvement on said Property made by the Grantee, its successors and assigns, and any temporary or permanent limitations to the use of the

Property, should the Grantor be required to perform additional surface remedial activities on the Property conveyed by this Deed pursuant to the CERCLA 120(h) covenant or other terms and provisions of this deed.

Applicable Law. Both the Grantor and the Grantee acknowledge and agree that all actions have been and will continue to be taken in compliance with all applicable Federal and State laws.

Objects Affecting Navigable Airspace. Pursuant to the requirements of the House Report Number 95-1053 entitled "FAA Determinations of 'No Hazard' For Structures Near Airports", it has been determined that there are no airports within six (6) nautical miles of the Property.

Interpretation. The parties to this Deed acknowledge that they have freely entered into this Deed and any ambiguities shall not be construed against a single party.

Covenants Running with the Land. All of the covenants, conditions, restrictions, reservations and obligations described in this Deed run with the Property and are binding upon the Grantor and Grantee and their successors and assigns. Grantor's execution and Grantee's acceptance of this Deed are an acknowledgement that they are bound by all such covenants, conditions, restrictions, reservations and obligations.

Entire Agreement. Any prior understanding or representation of any kind preceding the date of this Deed shall not be binding upon either party except to the extent incorporated in this Deed. This Deed contains Exhibits A through D, which are attached to this Deed and represent the entirety of the agreement between the Grantor and Grantee.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances, subject to the exceptions, reservation, restrictions, covenants, and conditions is hereby deeded to the Grantee.

U.S. DEPARTMENT OF ENERGY
OFFICE OF LEGACY MANAGEMENT
WESTMINSTER OFFICE



STEVEN R. SCHIESSWOHL
Realty Officer

12-15-2010

Date

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STATE OF MISSISSIPPI

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.

Secretary of State

December 15, 2010

Date

APPROVED:

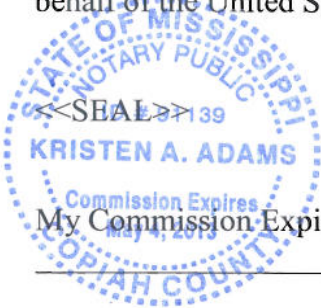
Haley Barbour
HALEY BARBOUR, GOVERNOR
Date 12/15/10



ACKNOWLEDGEMENTS

STATE OF Mississippi
COUNTY OF Copiah

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of December, 2010, within my jurisdiction, the within named, **STEVEN R. SCHIESSWOHL**, who acknowledged that he is Realty Officer for the **U.S. DEPARTMENT OF ENERGY, OFFICE OF LEGACY MANAGEMENT, WESTMINSTER OFFICE** and that in said representative capacity he executed the above and forgoing instrument for and on behalf of the United States of America, after first having been duly authorized so to do.



My Commission Expires: _____

Kristen Adams
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of December, 2010, within my jurisdiction, the within named, **C. DELBERT HOSEMANN, JR.**, who acknowledged that he is **SECRETARY OF STATE OF THE STATE OF MISSISSIPPI** and that in said representative capacity he executed the above and forgoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.



Kristen Adams
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of December, 2010 within my jurisdiction, the within named, **HALEY BARBOUR**, who acknowledged that he is **GOVERNOR OF THE STATE OF MISSISSIPPI** and that in said representative capacity he executed the above and forgoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.



Bethany J. Bryant
NOTARY PUBLIC

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TRACT 100

All that tract or parcel of land lying and being in Sections 11, 12, 13 and 14, Township 2 North, Range 16 West, St. Stephens Meridian, Lamar County, Mississippi, being more particularly described as follows:

Commencing at the Southwest corner of said Section 11;
Thence East along the South line of said Section 11 a distance of 450 feet, more or less, to the POINT OF BEGINNING;
Thence North along a line parallel to the West line of said Section 11 a distance of 2,970 feet, more or less, to a point 330 feet, more or less, North of the North line of the S 1/2 of said - Section 11;
Thence East along a line parallel with the North line of the S 1/2 of said Section 11 and subsequently along a line parallel with the North line of S 1/2 of said Section 12 a distance of 7,800 feet, more or less, to a point which is 330 feet, more or less, more or less East of the West line of the E 1/2 of said Section 12;
Thence South along a line parallel with the West line of the E 1/2 of said Section 12 a distance of 2,970 feet, more or less, to a point on the South line of said Section;
Thence west along the South line of said Section 12 a distance of 330 feet, more or less, to the West line of the E 1/2 of said Section;
Thence south along the West line of the E 1/2 of said Section 13 a distance of 1,320 feet, more or less, to the Southwest corner of the NW 1/4 of the NE 1/4 of said Section;
Thence East along the South line of the NW 1/4 of the NE 1/4 of said Section 13 a distance of 330 feet, more or less;
Thence South along a line parallel with the West line of the E 1/2 of said Section 13 a distance of 3,960 feet, more or less, to the South line of said Section;.
Thence West along the South line of said Section 13 and subsequently along the South line of said Section 14 a distance of 7,800 feet, more or less, to a point which is 450 feet, more or less, East of the West line of said Section 14;
Thence North along a line parallel with the West line of said Section 14 a distance of 5,280 feet, more or less, to the Point of Beginning.
Containing 1,470 acres, more or less, and designated as Tract 100 of the Project Salmon Site (previously named Tatum Dome Site.)

The above-described property is conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

And for the same consideration, the Grantor does hereby grant, bargain, sell and convey unto the Grantee and its assigns a nonexclusive, perpetual and assignable easement and right-of-entry in, on, over and across the following described land (Tracts 100-E-1, 100-E-2, 101-E, and 102-E) for location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto, to-wit:

TRACT 100-E-1

A right-of-way 40 feet wide lying and being in Sections 14 and 15, Township 2 North, Range 16 West, St. Stephens Meridian, Lamar County, Mississippi, and lying 20 feet, more or less, on each side of a centerline, being more particularly described as follows:

Beginning at a point in the center of an existing gravel road, which is 1,810 feet, more or less, North of the South line and 1,920 feet, more or less, West of the East line of said Section 15, and at plane coordinate position North 6,519.52 and East 2,693.47 feet;
 Thence S 68 degrees 14' 13" E 124.19 feet, more or less;
 Thence N 81 degrees 43' 55" E 796.28 feet, more or less;
 Thence S 58 degrees 16' 06" E 351.16 feet, more or less;
 Thence S 59 degrees 49' 13" E 306.38 feet, more or less;
 Thence S 82 degrees 14' 28" E 409.02 feet, more or less;
 Thence S 43 degrees 44' 13" E 238.79 feet, more or less;
 Thence S 43 degrees 24' 13" E 252.78 feet, more or less;
 Thence S 47 degrees 25' 58" E 225 feet, more or less, to a point 450 feet East of the West line of said Section 14.
 Containing 2.6 acres, more or less, and being designated as Tract 100-E-1 of the Project Salmon Site (previously named Tatum Dome Site.)

TRACT 100-E-2

A right-of-way 70 feet wide lying and being in Section 12, Township 2 North, Range 16 West, St. Stephens Meridian, Lamar County, Mississippi, and lying 20 feet Northerly and 50 feet Southerly of a line, more particularly described as follows:

Commencing at the Southwest corner of the SE 1/4 of said Section 12;
 Thence South 89 degrees 55' 57" E along the South line of the SE 1/4 of said Section 12 a distance of 330.00 feet, more or less,;
 Thence N 00 degrees 26' 05" W along a line parallel with the West line of the E 1/2 of said Section 12 a distance of 1,171.59 feet, more or less, to the POINT OF BEGINNING;
 Thence N 44 degrees 30' 00" E 459.42 feet, more or less;
 Thence Northeasterly along a curve to the right with a radius of 600 feet, more or less, an arc distance of 538.43 feet, more or less, the chord of which bears N 70 degrees 13' E 520.6 feet, more or less;
 Thence S 84 degrees 05' 00" E 226.48 feet, more or less;
 Thence Northeasterly along a curve to the left with a radius of 550 feet, more or less, an arc distance of 470:37 feet, the chord of which bears N 71 degrees 25' E 456.17 feet, more or less;
 Thence N 46 degrees 55' 00" E 64.15 feet, more or less;
 Thence Northeasterly along a curve to the right with a radius of 600 feet, an arc distance of 346.45 feet, more or less, the chord of which bears N 63 degrees 28' E 341.66 feet;
 Thence N 80 degrees 00' 00" E 153.15 feet, more or less;

Thence Northeasterly along a curve to the left with a radius of 1,000 feet, an arc distance of 261.80 feet, more or less, the chord of which bears N 72 degrees 30' E 261.06 feet, more or less;

Thence N 65 degrees 00' 00" E 136.93 feet, more or less, to a point on the East line of said Section 12, said point being 2,173.87 feet, more or less, N 00 degrees 27' 48" E from the Southeast corner of said Section 12;

Containing 4.28 acres, more or less, and being designated as Tract 100-E-2 of the Project Salmon Site (previously named Tatum Dome Site.)

TRACT 101-E

A right-of-way 70 feet wide lying and being in the Section 7, Township 2 North, Range 15 West, St. Stephens Meridian, Lamar County, Mississippi, and lying 20 feet Northerly of and 50 feet Southerly of a line more particularly described as follows:

Commencing at the Southwest corner of said Section 7;

Thence N 00° 27' 48" E along the West line of said Section 7 a distance of 2,173.9 feet, more or less, to a point in the center of an existing road, and the POINT OF BEGINNING;

Thence N 65° 00' E 587.2 feet;

Thence Northeasterly along a curve to the left with a radius of 300 feet, an arc distance of 324.68 feet, the chord of which bears N 34° 00' E 309.06 feet, to a point on the North line of the SW ¼ of said Section 7, said point being 700.92 feet S 88° 52' 18" E from the Northwest corner of the SW ¼ of said section.

Containing 1.46 acres, more or less, and being designated as Tract 101-E of the Project Salmon Site (previously named Tatum Dome Site).

TRACT 102-E

A right-of-way 70 feet wide lying and being in the Northwest ¼ of Section 7, Township 2 North, Range 15 West, St. Stephens Meridian, Lamar County, Mississippi, and lying 20 feet Westerly of and 50 feet Easterly of a line more particularly described as follows:

Commencing at a point which is at the southwest corner of the Northwest ¼ of said Section 7 and at a corner of a tract of land now or formerly owned by A. T. Tatum, et al;

Thence East along the south line of the Northwest ¼ of said section which is along the boundary of said Tatum tract a distance of 700.92 feet to the Point of Beginning;

Thence northerly along a curve to the left with a radius of 300 feet, an arc distance of 18.64 feet, the chord of which bears N 01° 12' 20" E a distance of 18.58 feet;

Containing 0.43 of an acre, more or less, and designated as Tract 102-E of the Project Salmon Site (previously named Tatum Salt Dome Site.)

Tracts 100, 100-E-1, 100-E-2, 101-E, and 102-E contain in the aggregate 1,478.77 acres, more or less. (A stamped, sealed copy of the survey is attached to this Exhibit A.)

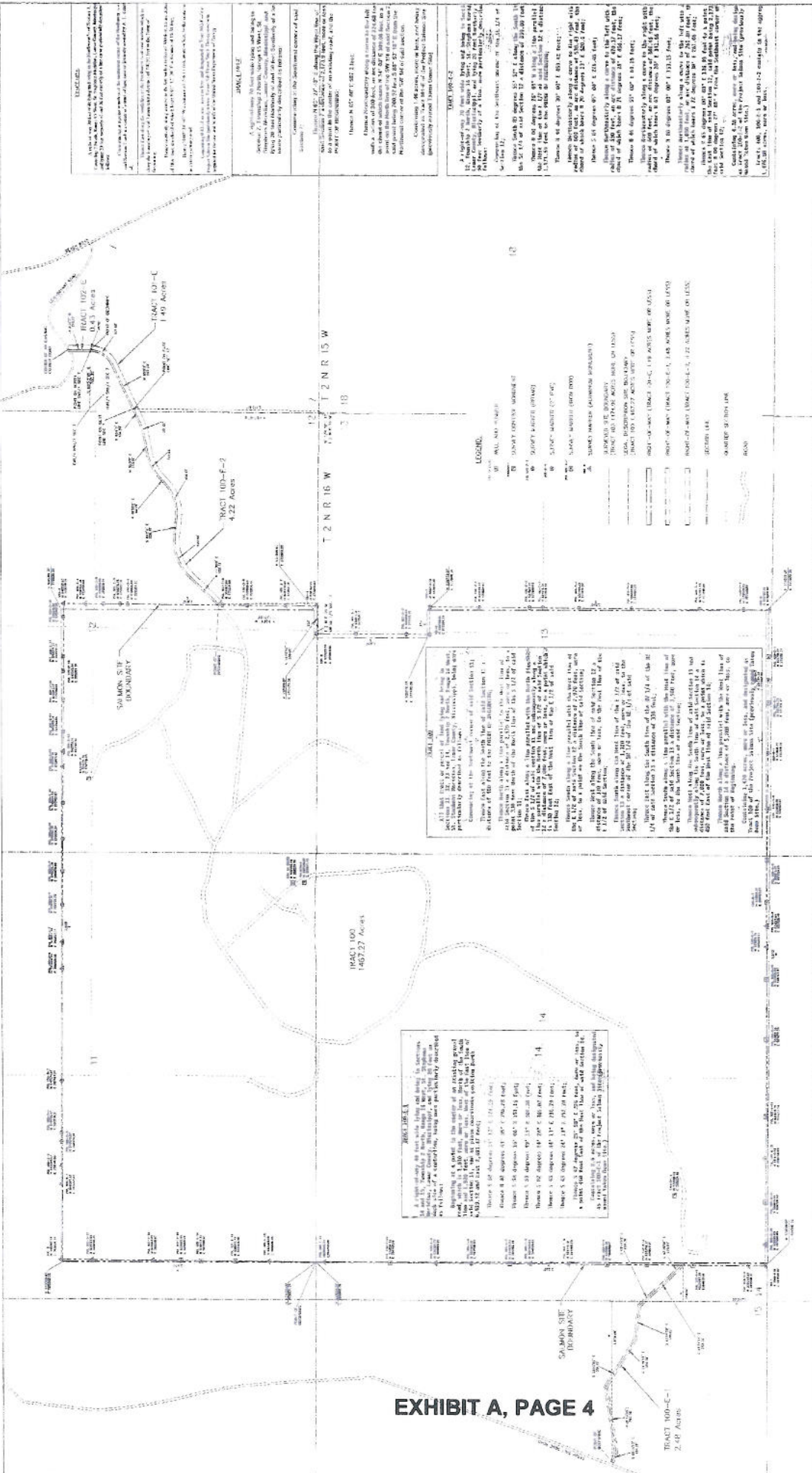


EXHIBIT A, PAGE 4

PROJECT SALMON SITE, TRACT 100
 FILED DECEMBER 2, 1994
 LAMAR COUNTY, MISSISSIPPI

TOWNSHIP 2 NORTH, RANGE 16 WEST
 ST. STEPHENS MERIDIAN, LAMAR COUNTY, MISSISSIPPI

PROJECTED COORDINATE SYSTEM: STATE PLANE MISSISSIPPI EAST
 HORIZONTAL CONTROL: NORTH AMERICAN DATUM 1927
 PROJECTION: TRANSVERSE MERCATOR

U.S. Department of Energy
 Nevada Offsites Project: Salmon, Mississippi
 Site Boundary and Surveyed Markers

LEGEND:

Tract 100 boundary as shown by the survey of the same date as this map. The boundary of Tract 100 is shown by a solid line. The boundary of Tract 101 is shown by a dashed line. The boundary of Tract 102 is shown by a dotted line. The boundary of Tract 103 is shown by a dash-dot line. The boundary of Tract 104 is shown by a long-dash line. The boundary of Tract 105 is shown by a short-dash line. The boundary of Tract 106 is shown by a dash-dot-dot line. The boundary of Tract 107 is shown by a long-dash-dot line. The boundary of Tract 108 is shown by a short-dash-dot line. The boundary of Tract 109 is shown by a dash-dot-dot-dot line. The boundary of Tract 110 is shown by a long-dash-dot-dot line. The boundary of Tract 111 is shown by a short-dash-dot-dot line. The boundary of Tract 112 is shown by a dash-dot-dot-dot-dot line. The boundary of Tract 113 is shown by a long-dash-dot-dot-dot line. The boundary of Tract 114 is shown by a short-dash-dot-dot-dot line. The boundary of Tract 115 is shown by a dash-dot-dot-dot-dot-dot line. The boundary of Tract 116 is shown by a long-dash-dot-dot-dot-dot line. The boundary of Tract 117 is shown by a short-dash-dot-dot-dot-dot line. The boundary of Tract 118 is shown by a dash-dot-dot-dot-dot-dot-dot line. The boundary of Tract 119 is shown by a long-dash-dot-dot-dot-dot-dot line. The boundary of Tract 120 is shown by a short-dash-dot-dot-dot-dot-dot line.

TABLE:

Table with 2 columns: Station, Description. The table lists various survey points and their bearings and distances.

at Holloman Air Force Base, New Mexico. The disposal may include the chimpanzees owned by the Air Force that are housed at or managed from the primate research complex. The disposal shall not include the underlying real property on which the primate research complex is located. The disposal of the primate research complex shall be at no cost to the Air Force.

(b) COMPETITIVE, NEGOTIATED DISPOSAL PROCESS REQUIRED.—The Secretary shall select the persons or entities to which the primate research complex and chimpanzees are to be disposed of under subsection (a) using a competitive, negotiated process.

(c) STANDARDS TO BE USED IN SOLICITATION OF BIDS.—The Secretary shall develop standards for the care and use of the primate research complex, and of the chimpanzees, to be used in soliciting bids for the disposal authorized by subsection (a). The Secretary shall develop such standards in consultation with the Secretary of Agriculture and the Director of the National Institutes of Health.

(d) CONDITIONS OF DISPOSAL.—The disposal authorized by subsection (a) shall be subject to the followings conditions:

(1) That a recipient of any chimpanzees—

(A) utilize such chimpanzees only for scientific research or medical research purposes; or

(B) retire and provide adequate care for such chimpanzees.

(2) That any recipient of chimpanzees, or the primate research complex, take such chimpanzees, or the primate research complex, subject to any existing leases or other encumbrances at the time of the disposal.

(e) DESCRIPTION OF COMPLEX AND CHIMPANZEES.—The exact legal description of the primate research complex and chimpanzees to be disposed of under subsection (a) shall be determined by a survey or other means satisfactory to the Secretary. The cost of any survey or other services performed at the direction of the Secretary under the authority in the preceding sentence shall be borne by the recipient of the property concerned.

(f) ADDITIONAL TERMS AND CONDITIONS.—The Secretary may require such additional terms and conditions in connection with the disposal under subsection (a) as the Secretary considers appropriate to protect the interests of the United States.

PART IV—OTHER CONVEYANCES

SEC. 2851. LAND CONVEYANCE, TATUM SALT DOME TEST SITE, MISSISSIPPI.

(a) CONVEYANCE AUTHORIZED.—The Secretary of Energy may convey, without compensation, to the State of Mississippi (in this section referred to as the “State”) the property known as the Tatum Salt Dome Test Site, as generally depicted on the map of the Department of Energy numbered 301913.104.02 and dated June 25, 1993.

(b) CONDITION ON CONVEYANCE.—The conveyance under this section shall be subject to the condition that the State use the conveyed property as a wildlife refuge and working demonstration forest.

(c) DESIGNATION.—The property to be conveyed is hereby designated as the “Jamie Whitten Forest Management Area”.

(d) **RETAINED RIGHTS.**—The conveyance under this section shall be subject to each of the following rights to be retained by the United States:

(1) Retention by the United States of subsurface estates below the property conveyed.

(2) Retention by the United States of rights of access, by easement or otherwise, for such purposes as the Secretary considers appropriate, including access to monitoring wells for sampling.

(3) Retention by the United States of the right to install wells additional to those identified in the remediation plan for the property to the extent such additional wells are considered necessary by the Secretary to monitor potential pathways of contaminant migration. Such wells shall be in such locations as specified by the Secretary.

(e) **ADDITIONAL TERMS AND CONDITIONS.**—The Secretary may require such additional terms and conditions in connection with the conveyance under this section as the Secretary considers appropriate to protect the interests of the United States.

SEC. 2852. LAND CONVEYANCE, WILLIAM LANGER JEWEL BEARING PLANT, ROLLA, NORTH DAKOTA.

(a) **CONVEYANCE AUTHORIZED.**—The Administrator of General Services may convey, without consideration, to the Job Development Authority of the City of Rolla, North Dakota (in this section referred to as the “Authority”), all right, title, and interest of the United States in and to a parcel of real property, with improvements thereon and all associated personal property, consisting of approximately 9.77 acres and comprising the William Langer Jewel Bearing Plant in Rolla, North Dakota.

(b) **CONDITION OF CONVEYANCE.**—The conveyance authorized under subsection (a) shall be subject to the condition that the Authority—

(1) use the real and personal property and improvements conveyed under that subsection for economic development relating to the jewel bearing plant;

(2) enter into an agreement with an appropriate public or private entity or person to lease such property and improvements to that entity or person for such economic development; or

(3) enter into an agreement with an appropriate public or private entity or person to sell such property and improvements to that entity or person for such economic development.

(c) **PREFERENCE FOR DOMESTIC DISPOSAL OF JEWEL BEARINGS.**—(1) In offering to enter into agreements pursuant to any provision of law for the disposal of jewel bearings from the National Defense Stockpile, the President shall give a right of first refusal on all such offers to the Authority or to the appropriate public or private entity or person with which the Authority enters into an agreement under subsection (b).

President.

(2) For the purposes of this section, the term “National Defense Stockpile” means the stockpile provided for in section 4 of the Strategic and Critical Materials Stock Piling Act (50 U.S.C. 98(c)).

(d) **AVAILABILITY OF FUNDS FOR MAINTENANCE AND CONVEYANCE OF PLANT.**—Notwithstanding any other provision of law, funds available under the Department of Defense Appropriations Act, 1995 (Public Law 103-335), in fiscal year 1995 for the maintenance

Miss. Code Ann. §29-1-1 (1972, as amended)

29-1-1. (1) Except as otherwise provided in subsections (7), (8) and (9) of this section, the title to all lands held by any agency of the State of Mississippi shall appear on all deeds and land records under the name of the "State of Mississippi." A deed may also recite the name of the agency for whose benefit and use the land is acquired, but the recital shall not be deemed or construed to be a limitation on the grant or an impairment of title held by the State of Mississippi. Use and possession of the land may be reassigned by act of the Legislature or by interagency conveyance where each agency has statutory authority to acquire and dispose of land. For the purpose of this section, the term "agency" shall be defined as set forth in Section 31-7-1(a). The provisions of this section shall not affect the authority of any agency to use any land held by the agency. No assets or property of the Public Employees' Retirement System of Mississippi shall be transferred in violation of Section 272A of the Mississippi Constitution of 1890. Each state agency shall inventory any state-held lands which are titled in the name of the agency. The agency shall execute quitclaim deeds and any other necessary documents to transfer the name and title of the property to the State of Mississippi. State agencies shall furnish to the Secretary of State certified copies of the quitclaim deeds and all other deeds whereby the state agency acquires or disposes of state-held land.

(2) The Secretary of State, under the general direction of the Governor and as authorized by law, shall sell and convey the public lands in the manner and on the terms provided herein for the several classes thereof; he shall perform all the administrative and executive duties appertaining to the selection, location, surveying, platting, listing, and registering these lands or otherwise concerning them; and he shall investigate the status of the various "percent" funds accrued and accruing to the state from the sale of lands by the United States, and shall collect and pay the funds into the Treasury in the manner provided by law. The Secretary of State, with the approval of the Governor, acting on behalf of the state, may accept gifts or donations of land to the State of Mississippi.

(3) In accordance with Sections 7-11-11 and 7-11-13, the Secretary of State shall be required to sign all conveyances of all state-held land. For purposes of this section, the term "conveyance" shall mean any sale or purchase of land by the State of Mississippi for use by any agency, board or commission thereof. Failure to obtain legislative approval pursuant to subsection (4) of this section and the signature of the Secretary of State on any conveyance regarding the sale or purchase of lands for the state including any agency, board or commission thereof, shall render the attempted sale or purchase of the lands void. Nothing in this section shall be construed to authorize any state agency, board, commission or public official to convey any state-held land unless this authority is otherwise granted by law. The Secretary of State shall not withhold arbitrarily his signature from any purchase or sale authorized by the Mississippi State Legislature. Except for those lands forfeited to the state for the nonpayment of taxes, conveyed to another state agency or entity as provided in subsection (11) of this section or acquired by the Mississippi Transportation Commission under Section 65-1-123, no state-held land shall be sold for less than the fair market value as determined by two (2) professional appraisers selected by the State Department of Finance and Administration, who are certified general appraisers of the State of Mississippi. The proceeds from any sale by an agency, board, commission or public official of state-held lands shall be deposited into the State General Fund unless otherwise provided by law.

(4) Before any state-held land is sold to any individual or private entity, thirty (30) days' advance notice of the intended sale shall be provided by the Secretary of State to the State Legislature and to all state agencies for the purpose of ascertaining whether an agency has a need for the land and for the purpose of ascertaining whether the sale of the land was authorized by law. If no agency of the state expresses in writing to the Secretary of State by the end of the thirty-day period a desire to use the land, then the Secretary of State, with the prior approval of the Mississippi Legislature to sell the state-held land, may offer the land for sale to any individual or private entity. Such notice to state agencies is given in aid of internal management of the real property inventory of the state, and this notice requirement shall not be applied to challenge or defeat any title heretofore or hereafter granted by the state under any law authorized by the Mississippi Legislature providing for the sale or disposal of property.

(5) A cultural resources survey may be performed on any state-held land before the disposition of the land if the State Department of Archives and History deems this survey necessary. The cost of the survey and any archaeological studies deemed necessary by the State Department of Archives and History shall be paid by the selling agency and recouped from the proceeds of the sale.

(6) Before any land may be purchased by the state for the benefit of any state agency, the Secretary of State, or his designee, shall search and examine all state land records to determine whether the state owns any land that may fit the particular need of the agency. The Secretary of State, or his designee, shall notify the agency if it is determined that any state-held land is available for use by the agency. The agency shall determine if such land accommodates its needs and shall determine whether to make an official request to the proper authorities to have the use of the land.

(7) This section shall not apply to: (a) any lands purchased or acquired for construction and maintenance of highways or highway rights-of-way by the Mississippi Department of Transportation, or (b) any lands acquired by the state by forfeiture for nonpayment of ad valorem taxes and heretofore or hereafter sold under authority of any other section of Chapter 1, Title 29, specifically relating to tax forfeited lands.

(8) This section shall not apply to any lands purchased solely by the use of federal funds or lands for which authority to transfer or dispose of these lands is governed by federal law or federal regulations insofar as the application of this section limits or impairs the ability of the Secretary of State to acquire or dispose of the land. However, any state agency acquiring or disposing of land exempted from the application of this section by this subsection shall furnish the Secretary of State certified copies of all deeds executed for those transfers or disposals.

(9) Any lands purchased by the Mississippi Major Economic Impact Authority for a "project" as defined in Section 57-75-5 shall be excluded from the provisions of this section.

(10) The Secretary of State may recover from any agency, corporation, board, commission, entity or individual any cost that is incurred by his office for the record-keeping responsibilities regarding the sale or purchase of any state-held lands.

(11) Subsections (4), (5) and (6) of this section shall not apply to sales or purchases of land when the Legislature expressly authorizes or directs a state agency to sell, purchase or lease-purchase a specifically described property. However, when the Legislature authorizes a state agency to sell or otherwise convey specifically described real property to another state agency or other entity such as a county, municipality, economic development district created under Section 19-5-99 or similar entity, without providing that the conveyance may not be made for less than the fair market value of the property, then the state agency authorized to convey such property must make the following determinations before conveying the property:

- (a) That the state agency or other entity to which the proposed conveyance is to be made has an immediate need for the property;
- (b) That there are quantifiable benefits that will inure to the state agency or other entity to which the proposed conveyance is to be made which outweigh any quantifiable costs to the state agency authorized to make the conveyance; and
- (c) That the state agency or other entity to which the proposed conveyance is to be made lacks available funds to pay fair market value for the property. If the state agency authorized to convey such property fails to make such determinations, then it shall not convey the property for less than the fair market value of the property.

(12) This section shall not apply to the donation and conveyance of the Nanih Waiya State Park to the Mississippi Band of Choctaw Indians.

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Department of Energy
National Nuclear Security Administration
Nevada Site Office
P.O. Box 98518
Las Vegas, NV 89193-8518

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VYVAE SMITH
CHANCERY CLERK

Lamar County
Chancery Clerk's Office
P.O. Box 1240
Purvis, Mississippi 39475-1240

AUG 25 2005

DEED RESTRICTION

The U. S. Department of Energy, Nevada Site Office (DOE/NSO), hereby requests that this document be recorded as part of the deed to the property identified below, and become public record for future inquiries regarding ownership, history and property restrictions of said parcel.

1. The United States of America possesses the lands described below and shown on attached map as Tract 100 In Warranty Deed Conveying Fee and Easement recorded December 2nd 1994 further described as follows:

Tract 100:

All that tract or parcel of land lying and being in Sections 11, 12, 13, and 14, Township 2 North, Range 16 West, St. Stephens Meridian, Lamar County, Mississippi, being more particularly described as follows:

Commencing at the Southwest corner of said Section 11;

Thence East along the South line of said Section 11 a distance of 450 feet to the POINT OF BEGINNING;

Thence North along a line parallel to the West line of said Section 11 a distance of 2,970 feet, more or less, to a point 330 feet North of the North line of the S 1/2 of said Section 11;

Thence East along a line parallel with the North line of the S 1/2 of the section 11 and subsequently along a line parallel with the North line of S 1/2 of said Section 12 a distance of 7,800 feet, more or less, to a point which is 330 feet East of the West line of the E 1/2 of said Section 12;

Thence South along a line parallel with the West line of the E 1/2 of said Section 12 a distance of 2,970 feet, more or less, to a point on the South line of said Section;

Thence West along the South line of said Section 12 a distance of 330 feet, more or less, to the West line of the E 1/2 of said Section;

Thence South along the West line of the E 1/2 of said Section 13 a distance of 1,320 feet, more or less, to the Southwest corner of the NW 1/4 of the NB 1/4 said Section;

Lamar County

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Thence East along the South line of the NW ¼ of the NE ¼ of said Section 13 a distance of 330 feet;

Thence South along a line parallel with the West line of the E ½ of said Section 13 a distance of 3,960 feet, more or less, to the South line of said Section;

Thence West along the South line of said Section 13 and subsequently along the South line of said Section 14 a distance of 7,800 feet, more or less, to a point which is 450 feet East of the West line of said Section 14;

Thence North along a line parallel with the West line of said Section 14 a distance of 5,280 feet, more or less, to the Point of Beginning.

Containing 1,470 acres, more or less, and designated as Tract 100 of the Project Salmon Site (previously named Tatum Dome Site.)

(See map of Salmon Site location)

2. Two underground nuclear tests conducted by DOE during the 1960's, resulted in contamination of the land parcel.
3. Due to the contamination cited above (#2), the following restrictions apply to the land parcel:
 - No excavation, drilling, and/or removal of material is permitted without prior approval from DOE on the 595-hectar (1,470-acre) tract identified above (#1). Any angle drilling from outside the property boundaries to within the property boundaries is also precluded.
 - Prior to any change in zoning for the area containing the land parcel, notice shall be given to DOE.
4. Any and all future users/purchasers of this land should inform themselves of the requirements of the regulations and ascertain the amount and nature of contamination on this described property.

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5. DOE/NSO has submitted the Salmon Site Completion Report and Long-Term Stewardship Plan (*Salmon Completion Report*) (DOE/NV-917) to the State of Mississippi, Department of Environmental Quality (MDEQ), which includes information on contamination issues and future long-term monitoring requirements.

Charles W. Montana Jr.

Charles W. Montana Jr.
DOE/NSO Realty Officer

STATE OF NEVADA, CLARK COUNTY

I hereby certify that this instrument was acknowledged before me on August 25, 2005
by Charles W. Montana Jr.

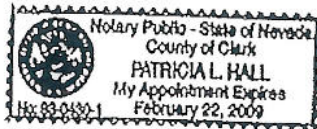
Patricia L. Hall

Notary Signature

8/25/05

Date

NOTARY SEAL:



CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK

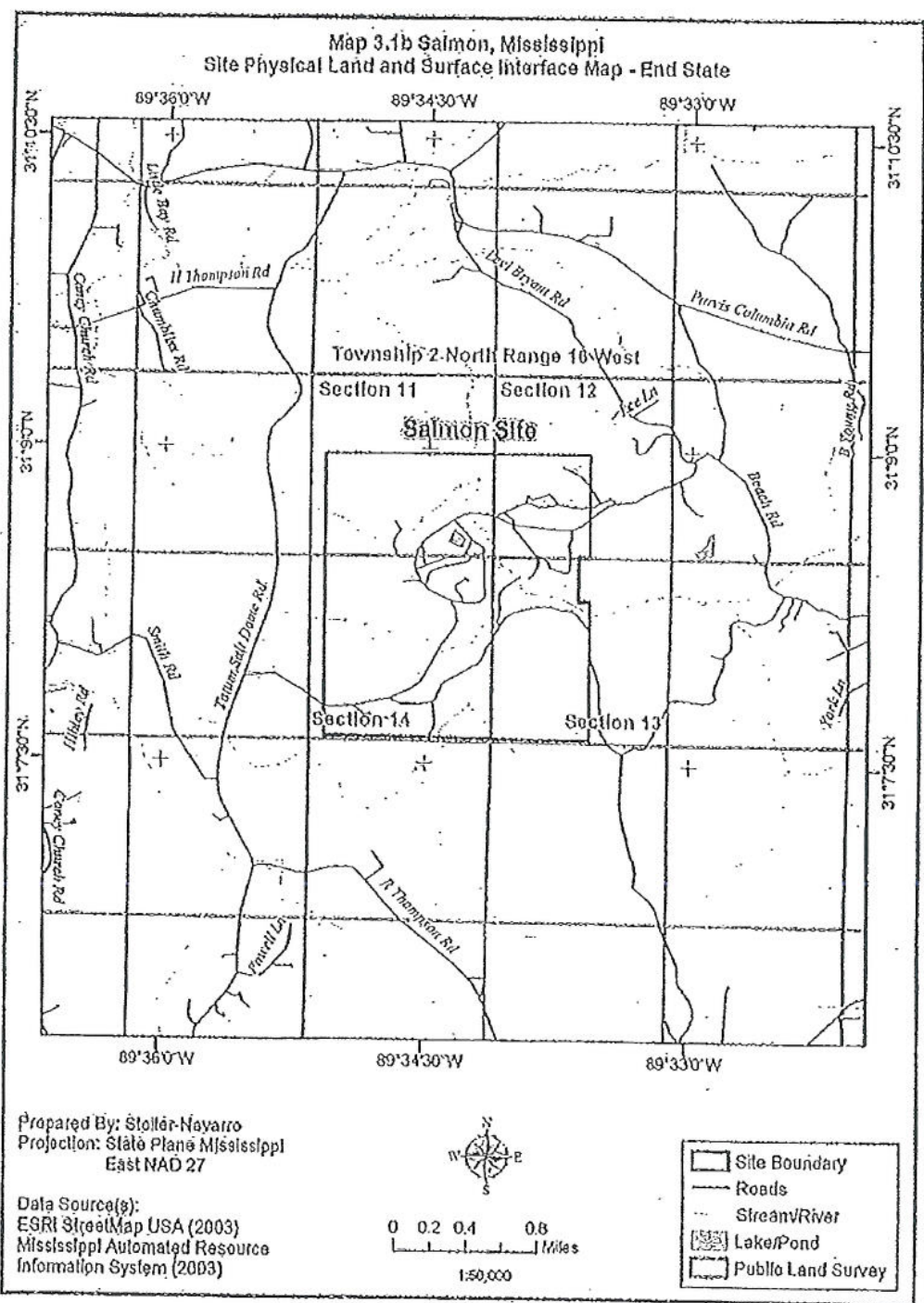
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INDEXED RECORDED ABSTRACTED

Sharon Herrin D.C.

Final - Salmon Site Environmental Management End State Vision - January 2005



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 INDEXED RECORDED ABSTRACTED
 Sharon Nerven D.C.

