

EASEMENT

Bayo Canyon, New Mexico FUSRAP Site

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

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

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

COUNTY OF SANTA FE }  
STATE OF NEW MEXICO } ss  
EASEMENT  
PAGES: 6  
I Hereby Certify That This Instrument Was e-Recorded for  
Record On The 31ST Day Of March, A.D., 2026 at 01:22:45 PM  
And Was Duly Recorded as Instrument # 2080212  
Of The Records Of Santa Fe County  
Deputy - JOCHOA  
Witness My Hand And Seal Of Office  
Katharine E. Clark  
County Clerk, Santa Fe, NM



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

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

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

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

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

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

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

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

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

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

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

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

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

15. Notices.

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

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

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

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

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

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



GRANTEE: U.S. Department of Energy, Office of Legacy Management

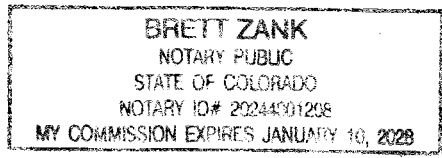


Katherine Chester, Realty Specialist

State of Colorado )

) SS:

County of Jefferson )



Before me, a Notary Public in and for said State and County, appeared this 16 day of March 2026, Katherine Chester, who acknowledged that she is Realty Specialist for the United States Department of Energy Office of Legacy Management, with full authority to execute the foregoing on behalf of the United States of America, and who acknowledged the above to be her signature and her free act and deed.



Notary Public

