

**2009 PRIORITY  
DEVELOPMENT  
PLANS**

ADLC Superfund Priority Development Program Applications

Current as of:

September 23, 2008

PDP #	Application Date	Property Owner	Location	Contact Person	Type of Project	Development Funding	Timing	Special Considerations	Current Remedy Status	Acres
1	22-Sep-08	Gateway Christian Fellowship	East Yards	Phillip Masters	Church + Rec Area	Self-funded	Cleanup to occur prior to and/or concurrent with development beginning in 2009	Need additional pre-environmental and geotech sampling (ground penetrating radar?)	Existing temporary remedy	7.29
2	22-Sep-08	Francis & Jodie Sherman	Highway 1 (w of Town Pump)	Francis Sherman	Commercial Development	To be determined	Cleanup prior to development	Sherman to pursue potential developers based on conceptual plan	Unremediated (AR ISWP completed)	3.18
3	22-Sep-08	ALDC	A1 Site	Jim Davison	Residential Development	To be determined	Cleanup prior to development	ADLC to pursue potential developers based on conceptual plan	Unremediated	14.08
4	22-Sep-08	ALDC	Block 3, Lot 0-4	Jim Davison	Residential Development	To be determined	Cleanup prior to development	ADLC to pursue potential developers based on conceptual plan	Existing 6" cover	14.03
5	22-Sep-08	ALDC	C1 Site	Jim Davison	Hotel or seasonal housing	To be determined	Cleanup prior to development	ADLC to pursue potential developers based on conceptual plan	Existing 6" cover	7.28
6	22-Sep-08	Anaconda-Deer Lodge County	East Yards	Becky Guay	Recreational Development	To be determined	Cleanup prior to development	responsible party and operation and maintenance funds	Existing temporary remedy	48.00

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 1

## Subject Property Information

Owner: Assembly of God Church  
 Contact Info: Phillip Masters  
 Gateway Christian Fellowship  
 PO Box 1117  
 Anaconda, MT 59711-1117  
 406-563-3534  
[mtmasters5@yahoo.com](mailto:mtmasters5@yahoo.com)  
 Geocode: 30128502402110000  
 Address: East Yards (street unnamed)  
 Map: See Attachment 1

## Current Cleanup Status

- Property has not been remediated.
- No sampling data available from Atlantic Richfield.
- ADLC sampled property in November 2006 with results showing arsenic was greater than 250 ppm in the 0-2 inch range, and below 2 inches concentrations of arsenic as high as 2,081 ppm were observed together with high concentrations of lead (1,770 ppm).
- This property has been identified as potentially containing buried waste that may or may not be Superfund applicable.

## Covenants, Conditions and Restrictions

Attribute	Description	Assembly of God
IND_USE	Industrial use restriction	No
COM_USE	Commercial use restriction	No
RES_USE	Residential use restriction	Yes
RECREATION	Recreational use restriction	No
GRAZING	Grazing restricted	No
GEN_WELL	General well restriction	Yes
POT_WELL	Potable well restriction	Yes
PUBLIC_ACC	Public access restriction	No
MIN_MAT_PR	Mineral/Hazardous Material Ban	Yes
HAZMAT	Hazardous materials restriction	Yes
IRRIGATION	Irrigation restriction	Yes
UNLINED_PO	Unlined Pond/Container Restrictions	Yes
TI_ZONE	Technical Impracticability Zone	No
NO_REM_INT	?	Yes
OWN_PROP_M	Owner property maintenance	Yes
OWN_O_M	Owner operation and maintenance	Yes
OWN_WEEDCN	Owner weed control	No

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 1

OWN_FENCE_	Owner fencing required	Yes
FUTURE_DVL	Future development restriction	Yes
OWN_ADD_RE	Owner additional remediation required	Yes
OWN_BEST_M	Owner best management practices required	No
AGREEMENT	AR agreement with owner	No
EASEMENT	AR easement with owner	No
REV_INTERE	AR reversionary interest	No
WILDLIFEMG	wildlife management	No
PROP_BENEF	?	Yes
RESTRICTIO	Does the property have restrictions	Yes
BOOK	Deed Book	109
PAGE	Deed Page	15

- See also Real Property Conveyance/Transfer Agreement, 1994 (Attachment 2).

## **Development Proposal**

The Owners propose to construct a new church on the property. The attached drawings show the proposed plan for the building, parking lot and associated facilities together with information on the foundations. (See Attachment 3) As proposed, the parking lot and building would be consistent with the required Superfund remedy for residential/commercial land use and an 18 inch clean cover would be required in all other areas. The owner proposes to conduct development concurrent with or following cleanup activities. The owner could begin development activities in early summer 2009.

The owner has requested that the property be remedied consistent with residential land use levels. The owner has also requested that assistance be provided by EPA and ADLC to cleanup any non-Superfund waste identified on the site by seeking EPA Brownfields Program assistance and/or other assistance as may be appropriate.

## **Recommendation**

The County Planning Department has reviewed and recommends this proposal and it has been endorsed as a priority development property by the ADLC County Commission. In accordance with the county's Interim Institutional Controls Program, it is recommended that additional soils characterization be performed prior to design of a remedial and/or institutional controls work plan. The sampling should consist of additional sub-surface soils samples to a depth of 18 inches and deeper where waste might be disturbed as a result of development.

# ATTACHMENT 1:

MAP



# ATTACHMENT 2:

## REAL PROPERTY CONVEYANCE/ TRANSFER AGREEMENT

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**REAL PROPERTY CONVEYANCE/TRANSFER AGREEMENT**

**among**

**ATLANTIC RICHFIELD COMPANY  
GRANTOR,**

**ANACONDA-DEER LODGE COUNTY  
GRANTEE**

**and**

**OLD WORKS GOLF COURSE, INC.**

**Dated as of May 5, 1994**

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**ARTICLE VII**  
**RESTRICTIVE COVENANTS AND DEVELOPMENT PERMIT SYSTEM**

**7.1 General.** In order to comply with, and ensure consistency with, the OW/EADA Remedy, ADL and all future owners of the Properties must be subject to certain limitations/prohibitions of certain activities or uses on or of the Properties. ARCO and ADL hereby agree that certain restrictions must be placed on the Properties in order to prevent any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties. Each of the restrictive covenants and obligations set forth in this Article VII is and shall be a covenant running with the land, binding on ADL and all ADL's successors in interest to the Properties, including any subsequent owners that acquire an interest in the Properties. As such, each restrictive covenant set forth herein which applies to a Property shall be specifically set forth in the Quitclaim Deed conveying that Property from ARCO to ADL, in any subsequent deed or other form of transfer or conveyance of any interest in the Property from ADL to any successors, including without limitation all subsequent owners of the Property, and in all subsequent deeds or other forms of transfer or conveyance of any interest in the Property from any of ADL'S successors to any subsequent persons or entities acquiring any interest in the Property, including without limitation all subsequent owners of the Property. Each restrictive covenant set forth herein shall be enforceable to the fullest extent permitted by Montana law. If for any reason, any of the restrictive covenants set forth herein fail to meet the technical, legal requirements of restrictive covenants under Montana law, such standards shall remain fully enforceable between the Parties hereto under the terms and conditions of this Agreement.

**7.2 Restrictive Covenants.** The following restrictive covenant is applicable to all of the Properties: ADL and its Successors in Interest and Assigns, including without limitation all subsequent owner(s) and/or developers (whether or not they are owners) of the Properties or any portion thereof ("Owner"), shall not take, authorize or allow any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties .

The following restrictive covenants are applicable to each of the Properties :

- condition and repair and shall not interfere with their operation, as described more specifically in the O&M Plans.

e. East Anaconda Yards Parcel.

- (1) Water Well Ban;
- (2) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, including the O&M requirements of such remedy, as described more specifically in the O&M Plans;
- (3) Residential development shall be prohibited; ✓
- (4) Unlined Pond/Container Restrictions;
- (5) Any fencing erected by ARCO in accordance with the requirements of the OW/EADA Remedy shall be maintained by Owner in good condition and repair as described more specifically in the O&M Plans;
- (6) Owner shall maintain all caps and drainage control structures installed by ARCO or its agents on this Parcel in good condition and repair and shall not interfere with their operation, as described more specifically in the O&M Plans;
- (7) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws, and other Applicable Laws;
- (8) Mineral Development Ban;
- (9) Parcel may be used only for Commercial or Light Industrial development and those Open Space uses associated with Benny Goodman Park;

- (10) Hazardous Material Ban except for the Light Industrial areas shown on Exhibit Z; and
- (11) Irrigation of the Parcel only shall be permitted in the Light Industrial areas of the Parcel shown on the map attached hereto as Exhibit Z. Such irrigation only shall be permitted so long as the irrigation (i) is permitted by the OW/EADA Remedy, (ii) is in compliance with the O&M Plans set forth on Exhibit A, and (iii) does not exacerbate the existing Environmental Conditions on the Parcel.

f. Drag Strip Parcel.

- (1) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, including the O&M requirements of such remedy, as described more specifically in the O&M Plans;
- (2) Potable Water Well Ban;
- (3) Unlined Pond/Container Restriction;
- (4) Residential development shall be prohibited;
- (5) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws, and other Applicable Laws;
- (6) Mineral Development Ban; and
- (7) Hazardous Material Ban.

g. Mill Creek Parcel.

- (1) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the

# ATTACHMENT 3:

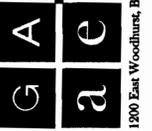
## SITE PLAN

# PROPOSED FACILITIES FOR ANACONDA ASSEMBLY OF GOD

ANACONDA, MONTANA

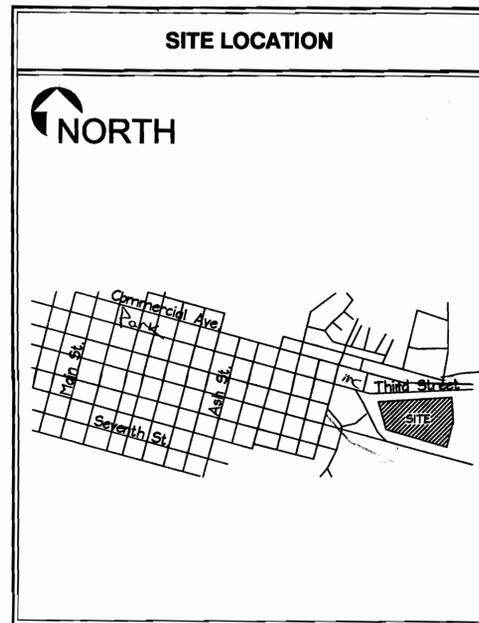
BY  
**GODWIN AND ASSOCIATES**  
**ARCHITECTS & ENGINEERS**  
SPRINGFIELD, MISSOURI

**GODWIN + ASSOCIATES**  
architects & engineers



1200 East Woodhurst, Bldg. P • Springfield • Missouri 65804 • (417) 887-2657 • Fax (417) 887-2915

## INDEX OF DRAWINGS



- |     |   |     |                              |
|-----|---|-----|------------------------------|
| T1  | TITLE-INDEX                                   | P1  | PLUMBING LAYOUT - WASTE      |
| C1  | GENERAL SITE PLAN                             | P2  | PLUMBING LAYOUT - SUPPLIES   |
| C2  | DETAILS                                       | M1  | MECHANICAL LAYOUT - HVAC     |
| S1  | FOUNDATION PLAN & DETAILS                     | E1  | ELECTRICAL LAYOUT - POWER    |
| S2  | UPPER FLOOR & ROOF FRAMING PLANS              | E2  | ELECTRICAL LAYOUT - LIGHTING |
| A1  | FLOOR PLAN                                    | SP1 | SPECIFICATION SHEET          |
| A2  | ENLARGED PLANS & MILLWORK ELEVATIONS          | SP2 | SPECIFICATION SHEET          |
| A3  | DOOR & WINDOW SCHEDULES                       |     |                              |
| A4  | REFLECTED CEILING PLAN & ROOM FINISH SCHEDULE |     |                              |
| A5  | ROOF PLAN                                     |     |                              |
| A6  | BUILDING ELEVATIONS                           |     |                              |
| A7  | BUILDING SECTIONS                             |     |                              |
| A8  | WALL SECTIONS                                 |     |                              |
| A9  | WALL SECTIONS                                 |     |                              |
| A10 | WALL SECTIONS                                 |     |                              |

PLAN DATA	
CODE:	2003 IBC
OCCUPANCY GROUP	A-3
CONSTRUCTION TYPE	V-A SPRINKLERED
ALLOWABLE AREA: (Table 503)	
Height	50'
Stories	2
Area	11,500 sf/floor
BUILDING AREA PROPOSED:	
Height	33'
Stories	1
Main Floor	9,670 s.f.
Balcony	1,420 s.f.
Total Area	11,090 s.f.
SEATING CAPACITY:	
Standard	218
Handicap	6
Platform	102
Balcony	102
Total Seating	348
PARKING DATA:	
Standard	86
Handicap	4
Total	90

PROPOSED FACILITIES  
**ANACONDA  
ASSEMBLY OF GOD**  
ANACONDA, MONTANA

DATE: 06/21/04

PROJECT: 34021

SCALE: NONE

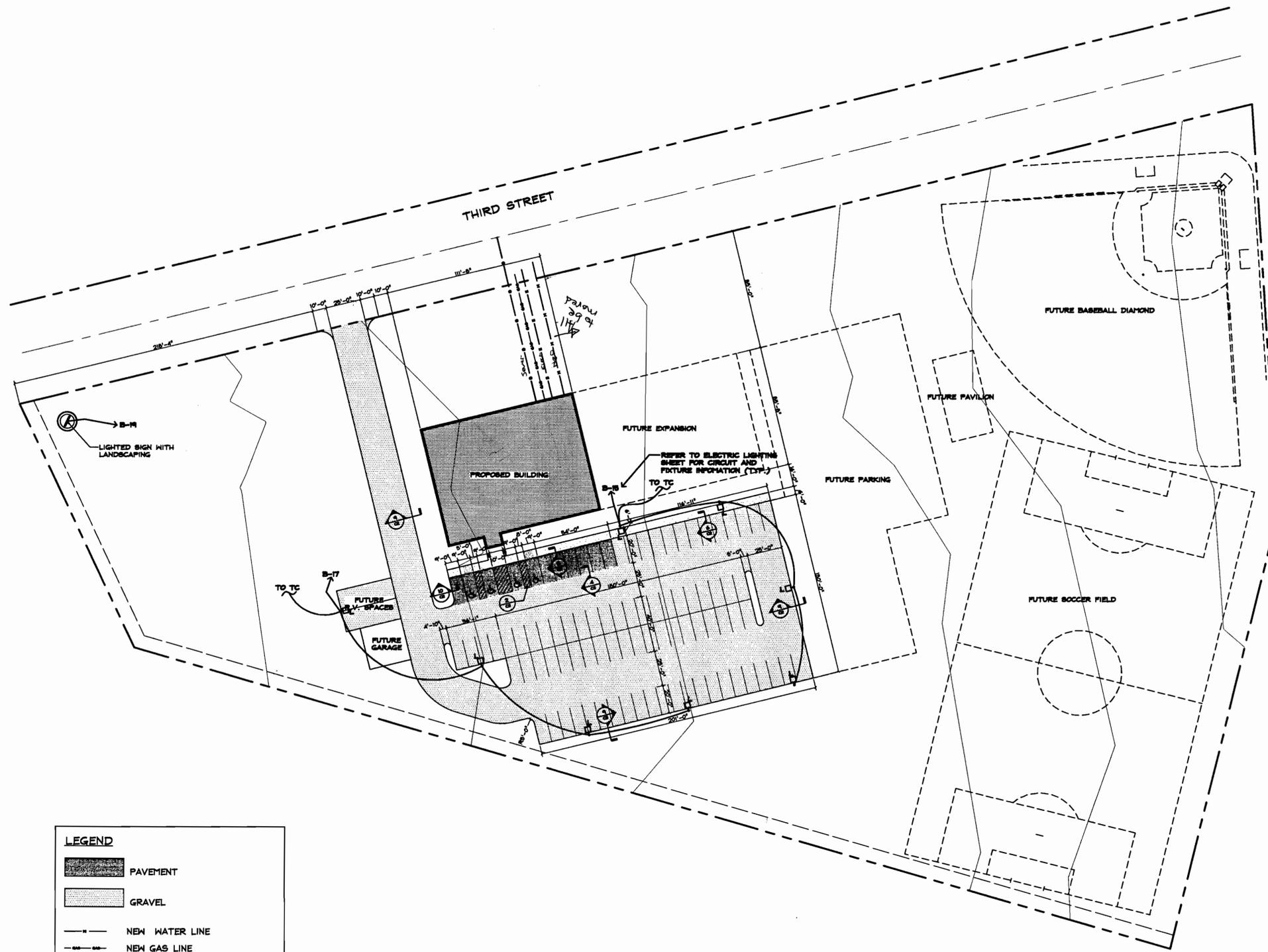
REVISIONS:


**T1**  
OF 1

**NOT FOR  
CONSTRUCTION**

N:\Data\Projects\Anaconda - MIXING & SPEC\T01-TITLE.dwg [Model] -- 20 JULY 04 3:43 PM

\\Daisy\Projects\Anacanda, MT\Civil\COI--GENERAL SITE PLAN.dwg [Model] -- 20 July 04, 3:45 pm



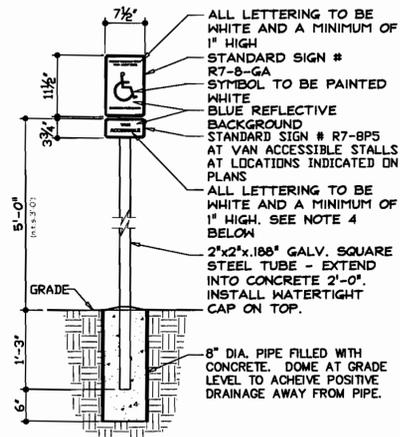
**LEGEND**

	PAVEMENT
	GRAVEL
	NEW WATER LINE
	NEW GAS LINE
	NEW SEWER LINE
	NEW ELECTRICAL SERVICE LINE

**GENERAL SITE PLAN**  
North

PARKING	
STANDARD PARKING.....	86
HANDICAP PARKING.....	4
TOTAL.....	90

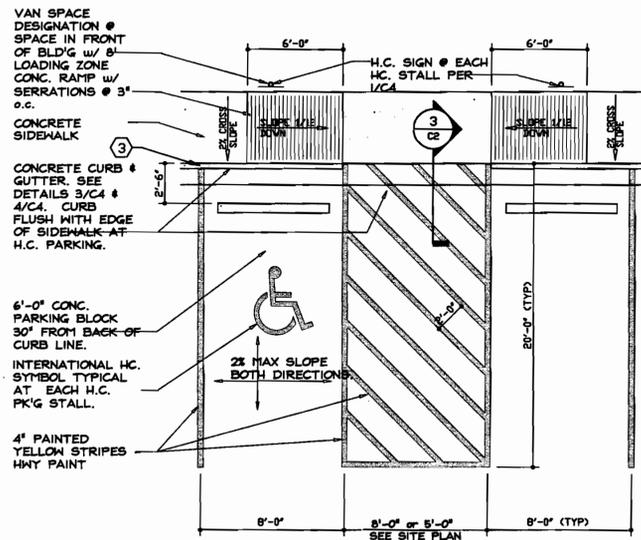
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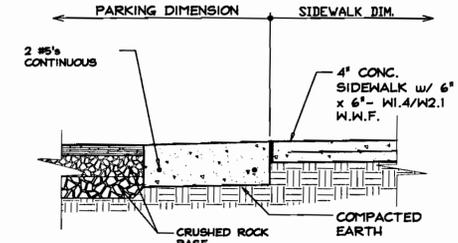
**Notes:**

1. Bolt Signs to Tube or Post with 3/8" Cadmium Plated Bolts, Nuts and Washers.
2. All Signs shall be 0.080" thick Aluminum.
3. All Signs shall conform with all current A.D.A., Federal, State and Local Codes and Regulations. Face of Sign Dimensions may vary from Dimensions on Drawing.
4. Place "VAN ACCESSIBLE" Sign in Front of Van Accessible spaces only.

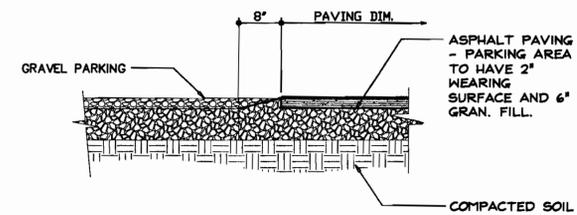
**1 HANDICAPPED SIGN DETAIL**  
SCALE: 3/4" = 1'-0"



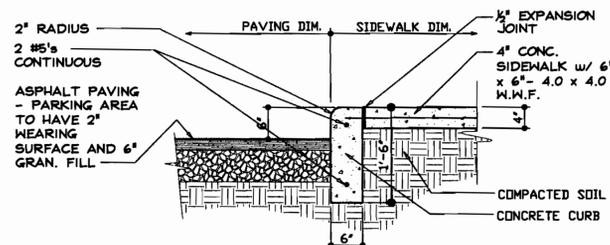
**2 HANDICAP STALL & RAMP DETAIL**  
N. T. S.



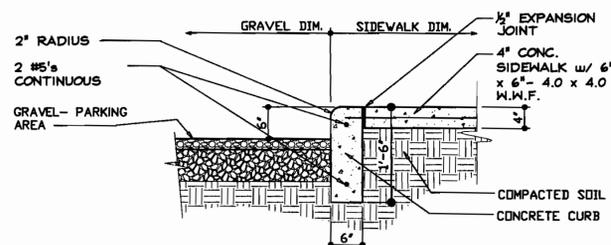
**3 CURB DTL @ HC. SPACE**  
SCALE: NONE RE: 2/C2



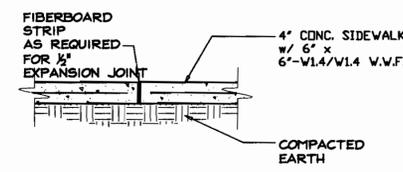
**4 ASPHALT EDGE TO GRAVEL DETAIL**  
SCALE: 3/4" = 1'-0"



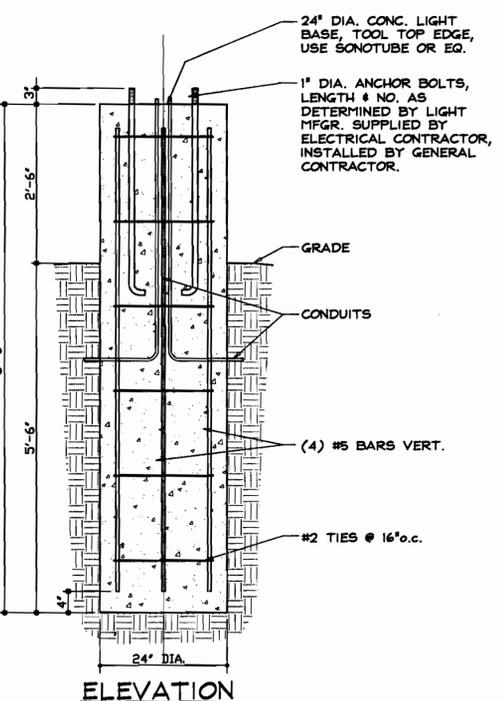
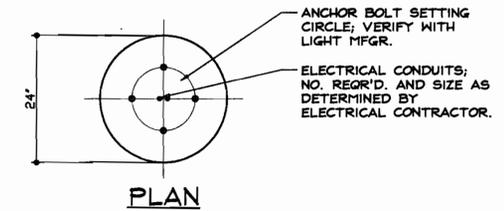
**5 SIDEWALK/CURB DETAIL**  
SCALE: 3/4" = 1'-0"



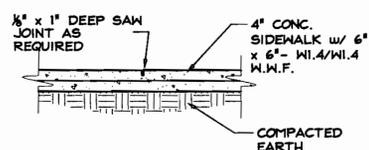
**6 SIDEWALK/CURB DETAIL**  
SCALE: 3/4" = 1'-0"



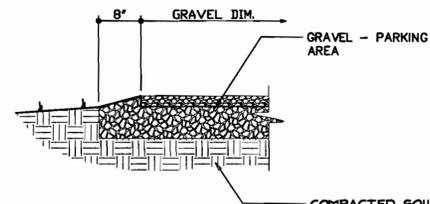
**7 CONSTR. JOINT DTL**  
SCALE: 3/4" = 1'-0"



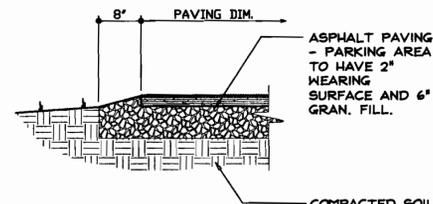
**11 LIGHT POLE BASE DETAIL**  
SCALE: 3/4" = 1'-0"



**8 CONTROL JOINT DTL**  
SCALE: 3/4" = 1'-0"



**9 GRAVEL EDGE DETAIL**  
SCALE: 3/4" = 1'-0"



**10 ASPHALT EDGE DETAIL**  
SCALE: 3/4" = 1'-0"

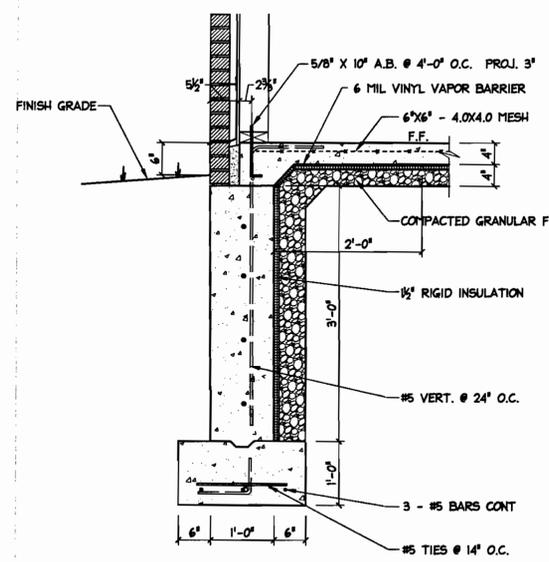
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DATE: 06/21/04

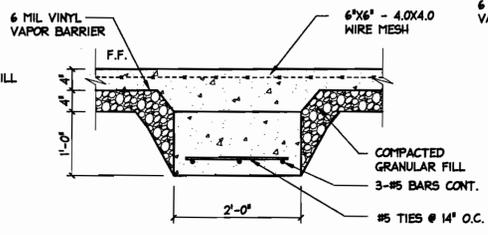
PROJECT: 34021

SCALE: NOTED

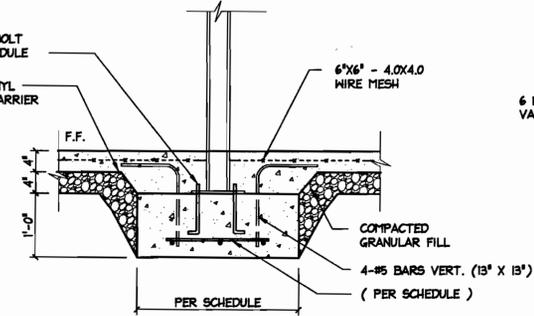
REVISIONS:



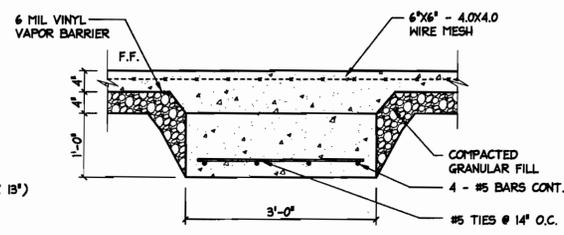
**1 FOOTING SECTION**  
SCALE: 3/4"=1'-0"



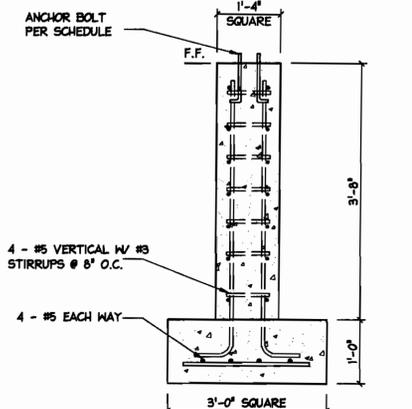
**2 FOOTING SECTION**  
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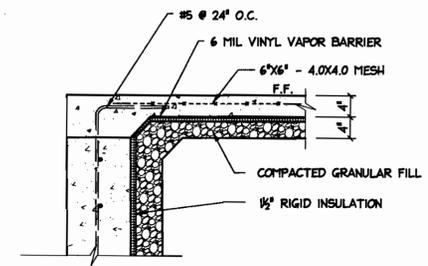
**3 FOOTING SECTION**  
SCALE: 3/4"=1'-0"



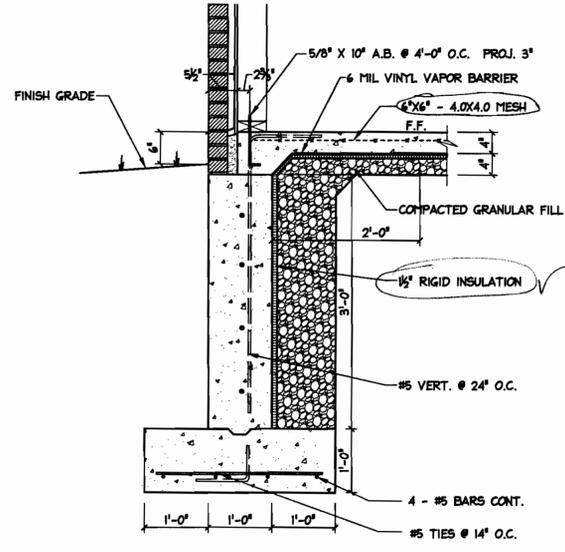
**4 FOOTING SECTION**  
SCALE: 3/4"=1'-0"



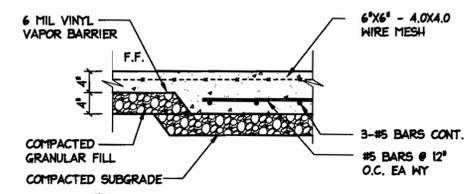
**5 FOOTING SECTION**  
SCALE: 3/4"=1'-0"



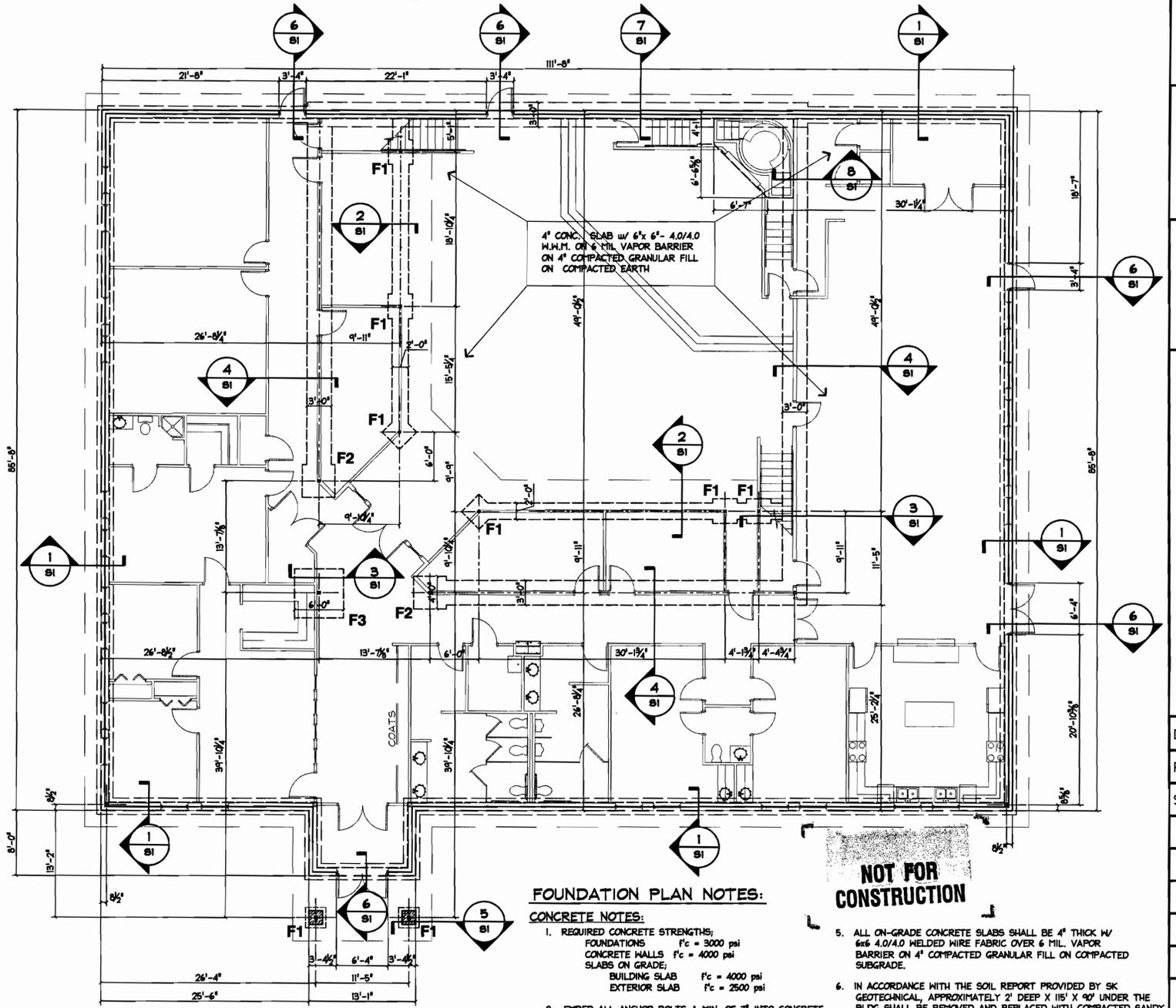
**6 FOOTING SECTION**  
SCALE: 3/4"=1'-0"



**7 FOOTING SECTION**  
SCALE: 3/4"=1'-0"



**8 THICKENED SLAB**  
SCALE: 3/4"=1'-0"



**FOUNDATION PLAN**  
SCALE: 1/8"=1'-0"

**DESIGN LOADS**

SOIL (BY TEST) ..... 2000 p.s.f. SEISMIC	USE GROUP ..... II
ROOF LOAD: DEAD LOAD ..... 22 p.s.f.	DESIGN CATEGORY ..... C
LIVE LOAD ..... 40 p.s.f.	SITE CLASS ..... D
FLOOR LOAD: DEAD LOAD ..... 30 p.s.f.	FORCE-RESISTING SYSTEM ..... LIGHT FRAME WALLS w/ SHEAR PANELS
LIVE LOAD ..... 100 p.s.f.	ANALYSIS PROCEDURE ..... EQUIVARIANT
WIND LOAD: DEAD LOAD ..... 20 p.s.f.	DESIGN BASE SHEAR (TOTAL) ..... 115,872 LB
SPEED ..... 90 m.p.h.	SDS ..... 0.255
IMPORTANCE FACTOR ..... 1.0	SDI ..... 0.165
EXPOSURE ..... B	

**PAD FOOTING SCHEDULE**

MARK	FOOTING SIZE	FOOTING REINFORCING	COL. BASE PLATE & ANCHOR BOLTS	PIER SIZE AND REINFORCING	NOTES
F1	3'-0" x 3'-0" x 12"	4 - #5's EA. WAY	10" x 10" x 3/8" w/ 4 - 5/8" A.B.	BASE PLATE DIM + 2" MIN. w/ 4 - #5's VERT. & #3 STIRRUPS @ 8" o.c.	PIER AT CANOPY ONLY INTEGRAL w/ WALL FT'G OTHERS
F2	4'-0" x 4'-0" x 12"	5 - #5's EA. WAY	10" x 10" x 3/8" w/ 4 - 5/8" A.B.		
F3	6'-0" x 6'-0" x 12"	8 - #5's EA. WAY	10" x 10" x 3/8" w/ 4 - 5/8" A.B.		

**FOUNDATION PLAN NOTES:**

- CONCRETE NOTES:**
- REQUIRED CONCRETE STRENGTHS:  
FOUNDATIONS  $f_c = 3000$  psi  
CONCRETE WALLS  $f_c = 4000$  psi  
SLABS ON GRADE:  
BUILDING SLAB  $f_c = 4000$  psi  
EXTERIOR SLAB  $f_c = 2500$  psi
  - EMBED ALL ANCHOR BOLTS A MIN. OF 7" INTO CONCRETE.
  - CONCRETE DESIGN SHALL BE IN ACCORDANCE WITH ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
  - ALL COLUMN DIMENSIONS ARE TO CENTER OF COLUMNS

**NOT FOR CONSTRUCTION**

5. ALL ON-GRADE CONCRETE SLABS SHALL BE 4" THICK w/ 6x6 4.0/4.0 WELDED WIRE FABRIC ON 4" COMPACTED GRANULAR FILL ON COMPACTED SUBGRADE.

6. IN ACCORDANCE WITH THE SOIL REPORT PROVIDED BY SK GEOTECHNICAL, APPROXIMATELY 2' DEEP X 15' X 90' UNDER THE BLDG SHALL BE REMOVED AND REPLACED WITH COMPACTED SANDY GRAVEL BACKFILL UNDER THE DIRECTION OF SK GEOTECHNICAL. (CONTACT SK GEOTECHNICAL FOR PRECISE INSTRUCTIONS)

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 2

## Subject Property Information

Owner: Francis and Jodie Scherman  
Contact Info: All Seasons Self Storage, LLC  
P.O. Box 1158  
Anaconda, MT 59711-1158  
(406) 560-1941  
[timberlinefence@hotmail.com](mailto:timberlinefence@hotmail.com)  
Geocode: 30128502411030000  
Address: Old Works/East Anaconda Industrial Area Wells Parcel  
Map: See Attachment 1

## Current Cleanup Status

- Property has not been remediated.
- Sampling performed by Atlantic Richfield and Landowner Remedial Action Work Plan completed November 30, 2001 (see Attachment 2).
- Atlantic Richfield proposes to remove visual waste related to old railroad bed and remove upper 2" soils where contaminated to greater than 500 ppm arsenic.
- Sampling results indicate significant waste at depth on the site would be left in place.
- This property has been identified as potentially containing buried waste that may or may not be Superfund applicable.

## Covenants, Conditions and Restrictions

- See Remedial Action Work Plan completed August 30, 2002 (Attachment 3)
- See Grant Deed (Attachment 4).

## Development Proposal

The Owners propose to construct a commercial development on the property or sell the property to others for development. The owner proposes to consider development or sale following cleanup activities. The owner could begin development activities in early summer 2009 if property were previously remediated.

The owner has requested that the property be remedied consistent with residential/commercial land use levels. The owner has also requested that assistance be provided by EPA and ADLC to cleanup any non-Superfund waste identified on the site by seeking EPA Brownfields Program assistance and/or other assistance as may be appropriate.

## Recommendation

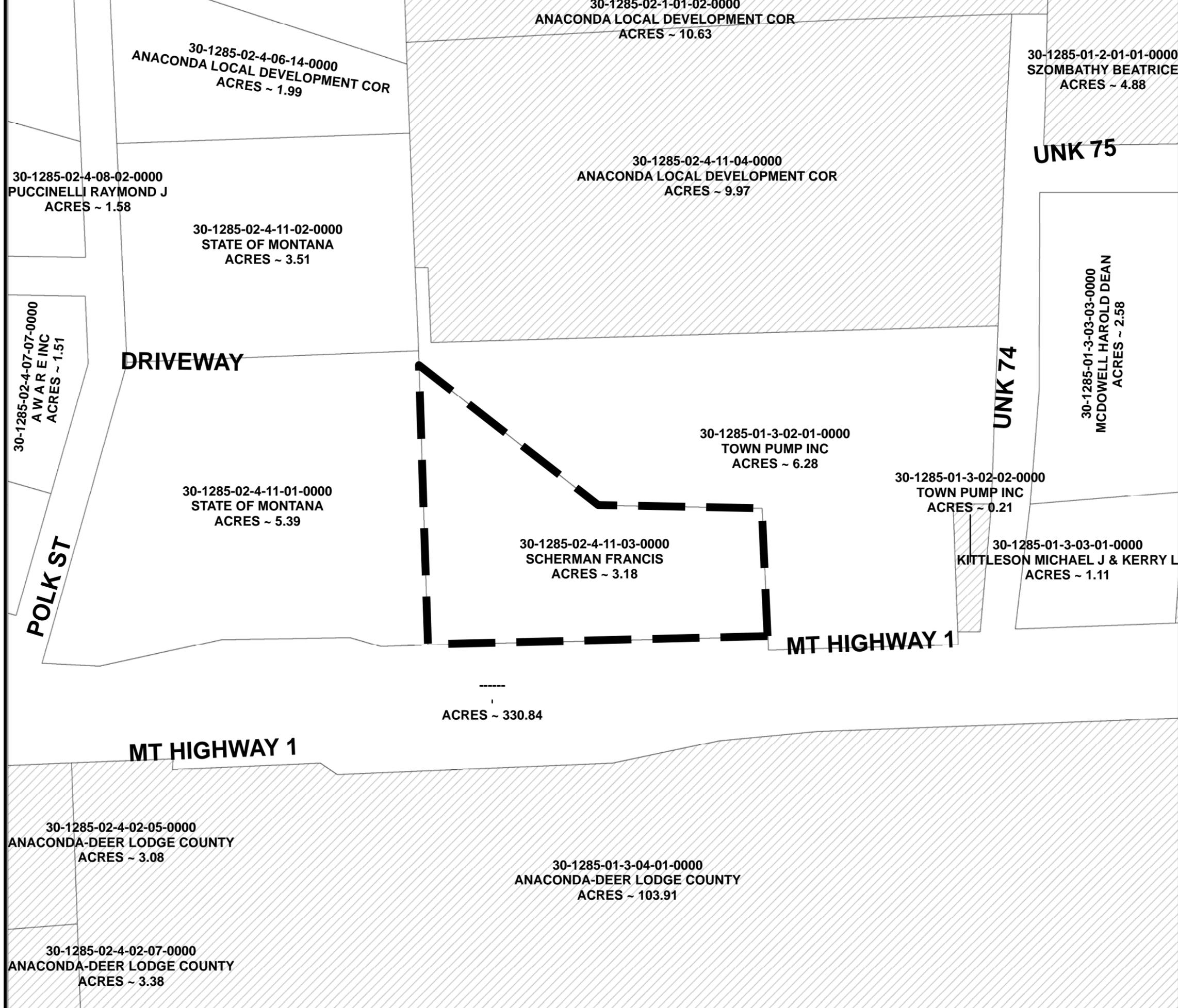
The County Planning Department has reviewed and recommends this proposal and it has been endorsed as a priority development property by the ADLC

# **Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 2**

County Commission. In accordance with the county's Interim Institutional Controls Program, it is recommended that additional soils characterization be performed prior to design of a remedial and/or institutional controls work plan. The sampling should consist of additional sub-surface soils samples to a depth of 18 inches and deeper where waste might be disturbed as a result of development.

# ATTACHMENT 1:

MAP



**Legend**

**OWNERSHIP**

- Ownership Boundary
- SUBJECT PROPERTY
- Restrictive Covenant Properties

**AS BUILTS**

**REMEDY DEPTH**

- 0
- 2
- 6
- 18

**REMEDY STATUS GE 250**

**STATUS**

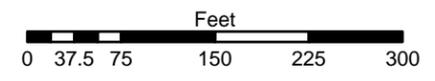
- ISWP DELIVERED
- LANDOWNER RESPONSIBLE FOR RA
- PHASE 1 COMPLETE - NEED PHASE 2
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION

**REMEDY STATUS LT 250**

**STATUS**

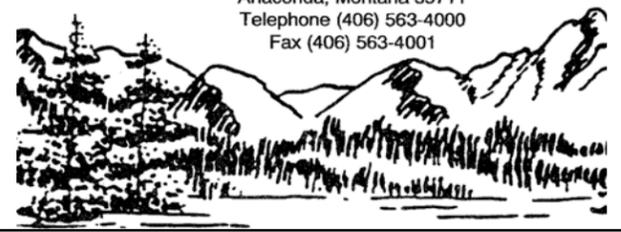
- ISWP DELIVERED
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION
- SURVEYED

NOTE: Acreage is approximate.



**ANACONDA-DEER LODGE COUNTY**

Courthouse - 800 South Main  
 Anaconda, Montana 59711  
 Telephone (406) 563-4000  
 Fax (406) 563-4001



**FRANCIS SCHERMAN  
 SUPERFUND DATA**

Printed: 11.05.08

# ATTACHMENT 2:

OLD WORKS – INDUSTRIAL  
AREA REMEDIAL ACTION WORK  
PLAN / FINAL DESIGN REPORT

NOVEMBER 30, 2001

---

**Anaconda Smelter NPL Site  
Old Works/East Anaconda Development  
Area Operable Unit**

---

**Final**

**Old Works – Industrial Area Remedial Action Work  
Plan / Final Design Report, Volume IV, Addendum D,  
Appendix C**

***Landowner Remedial Action Work Plan  
Wells Parcel***



**ARCO Environmental Remediation L.L.C. (AERL)  
Anaconda, Montana**

**November 30, 2001**

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## **1.0 INTRODUCTION**

### **1.1 Purpose and Scope**

This Landowner Remedial Action Work Plan (LRAWP) for the Old Works/East Anaconda Development Area (OW/EADA) Operable Unit (OU) Industrial Area evaluates current and potential reasonably anticipated future commercial/industrial properties within the OW/EADA OU. The following tasks were to be completed for non-characterized commercial/industrial areas:

- Evaluation of existing data;
- Visual observations;
- Additional data collection; and
- Discussion and work plan development with affected landowners or written documentation from the U.S. Environmental Protection Agency (EPA) that the landowner's property is below the level of concern for the specified land use.

This LRAWP describes the procedures to be used to assure that the remedy meets the performance standards during construction and is in compliance with OW/EADA OU Unilateral Administrative Order (UAO) EPA Docket No. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) VIII-94-08. This LRAWP also summarizes the Remedial Action (RA) objectives, reviews current and previous investigations, and summarizes results of the above tasks for the Wells Parcel. Analysis of surrounding media such as ground water, surface water, and air is not included in this LRAWP and will be addressed under the Anaconda Regional Water, Waste, and Soils Operable Unit (ARWW&S OU).

Several current commercial/industrial properties exist within the OW/EADA OU. This LRAWP will be limited to the Wells Parcel currently under Kirk Well's ownership within the boundaries of the OW/EADA OU Industrial Area (Figure 1). The final design for this property has been provided to and approved by the EPA in consultation with the Montana Department of Environmental Quality (DEQ).

All RA construction activities within the OW/EADA OU will be performed in accordance with the applicable historic preservation, site-specific health and safety plan (SSHSP), and environmental monitoring requirements.

## **2.0 REMEDIAL ACTION OBJECTIVES & REQUIREMENTS**

The objective of the OW/EADA remedy, as outlined in the EPA's March 8, 1994 Record of Decision (ROD), specifically for the OW/EADA Industrial Area, is to achieve the following:

- Reduction of risk to human health through:
  - Reduction of surface soil arsenic concentrations to acceptable levels; and
  - Prevention of direct human contact with waste materials exceeding unacceptable levels.

- Reduction of risk to the environment through:
  - Minimization of infiltration and deep percolation of metal-laden pore water to ground water; and
  - Minimization of erosion and metal loading via transport of waste and contaminated soil to Warm Springs Creek.
- Preservation, to the extent practical, of historic features at the site.
  - Major components of the remedy which include the following requirements:
  - Construct engineered covers over waste materials in recreational and potential commercial/industrial areas exceeding arsenic levels of 1,000 parts per million (ppm);
  - Treat soils exceeding arsenic levels of 1,000 ppm in recreational and potential commercial/industrial areas;
  - Cover or treat soils exceeding arsenic levels of 500 ppm in current commercial/industrial areas;
  - Provide for future remediation of potential residential or commercial/industrial areas, at the time of development, to the appropriate arsenic action levels through the Anaconda-Deer Lodge County (ADLC) Development Permit System (DPS);
  - Construct surface controls to manage surface water runoff throughout the site to minimize discharge into Warm Springs Creek;
  - Implement institutional controls to protect the above engineering controls and manage future land and water use;
  - Implement long-term monitoring; and
  - Preserve, to the extent practicable, historic features in the Old Works Historic District.

### 3.0 SITE CHARACTERIZATION

The Wells Parcel is located between the National Guard Parcel and the Town Pump Parcel on the north side of Montana Highway 1 as shown on Figure 1. The property encompasses approximately 3.2 acres and is currently used as a storage facility. Sampling investigations have been performed on the site in order to characterize the presence and extent of waste materials and are described in the following sections (Figure 2).

#### 3.1 Previous Investigations

Several investigations have been completed at the OW/EADA OU. Previous investigations include the *Old Works Engineering Evaluation/Cost Analysis (EE/CA)* (ARCO 1991); the *OW/EADA Remedial Investigation/Feasibility Study (OW/EADA RI/FS)* (ARCO, 1993); the *OW/EADA Remedial Design/Remedial Action (RD/RA) Data Summary Report (DSR)* (ARCO, 1995); and the *Industrial Area-Subarea 3/Data Summary Report (IA/DSR)* (AERL, 1999). In addition, several field visits, additional data collection, and observation of the extent of waste material to the proximity of commercial/industrial properties have also been made in this area. This LRAWP will only discuss the investigation results within the areas specified in Figure 1.

##### 3.1.1 OW/EADA Industrial Area

The OW/EADA RI/FS (ARCO, 1993) and subsequent 1999 IA/Data Summary Report (DSR) generally indicates that soils within the OW/EADA Industrial Area contain elevated levels of

arsenic and other metals and that the elevated levels of arsenic and other metals are primarily contained within the top two inches of the surface. Subsurface soils (2-24 inches) show a significant decrease of all metals as compared to surface soils. The geometric mean for arsenic in the surface soils range from 678 ppm to 82 ppm, with the lower values coming from areas previously reclaimed in Subarea 5 (East Anaconda Yards).

### 3.1.2 Wells Parcel

Additional investigations were conducted in 1994 through 1999 under the OW/EADA RD/RA (ARCO, 1995), and in 2000, under the Industrial Area Investigation, to verify the extent of waste materials and to delineate areas exceeding the current land use action levels. The Wells Parcel was identified as having arsenic concentrations over the commercial/industrial land use action level of 500 ppm arsenic under these investigations. Figure 2 shows the Wells Parcel sampling locations and Table 1 shows results of sampling.

**TABLE 1 – SAMPLING DATA**

ID	DEPTH	ARSENIC (mg/kg)
A-03	0-2"	314.0
IP-62	0-2"	265.0
OWIA9908016A-001	0-2"	495.0
OWIA9908016A-002	2-10"	653.0
OWIA9908016A-003	10-18"	87.8
OWIA0106016A-001	0-2"	529.0
OWIA0106016A-002	2-10"	84.6
OWIA0106016A-003	10-18"	17.4
OWIA9908020-001	0-2"	249.0
OWIA9908020-002	2-10"	309.0
OWIA9908020-003	10-18"	532.0
OWIA9908021-001	0-2"	732.0
OWIA9908021-002	2-10"	623.0
OWIA9908021-003	10-18"	357.0

OWIA9908016A and OWIA9908016B (KANA Parcel) represent one composite sample.  
(mg/kg) – milligrams/ kilogram

Sampling results indicate that arsenic concentrations exceeding the action level exist in the 2-10 inch-depth interval. Test pit OWIA9908021 was collected from piles located in the northwest corner of the parcel. Arsenic concentrations exceed action levels for the waste piles and for the remnant railroad grade bisecting the parcel.

## 4.0 SELECTED REMEDIAL ACTION

The EPA, in consultation with the MDEQ, has determined that **Action Is Required** for the Wells Parcel. The area of the Wells Parcel that requires RA under this LRAWP is shown in Figure 1. Based on a review of the data, this property is situated on top of waste materials, and subsequently, is determined to be located within the Old Works Waste Management Area (WMA). AERL and the EPA reviewed and evaluated several RA alternatives for the property.

The selected RA for the Wells Parcel is removal of waste piles, the removal of a suspected railroad grade, and removal of the upper 2 inches of surficial soil in northwest portion of the lot. Approximately 160 cubic yards of railroad grade material and approximately 285 cubic yards of surficial soil will need to be removed and disposed of at the ADLC Waste Repository (Cell B2.12/Opportunity Ponds).

#### **4.1 Storm Water Controls**

Existing contours shown on Figure 2 indicate that Wells Parcel generally slopes to the southeast at a 1-2% slope. Storm water generally drains off of the site into the existing ditch near the southeast corner of the property, which was constructed during the 1996 RA (described in the RAWP/FDR Vol. III – Addendum C). Only a minimal amount of storm water is able to drain onto the property from surrounding areas due to the ditch running adjacent to the property to the north and the elevated road surface running along side the property to the west. The Wells Parcel is not within the 100-year flood plain of Warm Springs Creek; therefore, no potentially harmful effects from a flood event are anticipated.

### **5.0 REMEDIAL ACTION IMPLEMENTATION**

Implementation of the RA involves the removal of 10 inches of railroad bed material located in the northwest portion of the parcel and removal of the upper 2 inches of soil in the northwest portion of the property. The details and responsibilities associated with each of these tasks are outlined in the following sections.

#### **5.1 Construction**

The removal option for the Wells Parcel consists of the removal and disposal of approximately 160 cubic yards of railroad grade material and 285 cubic yards of contaminated soil. The material will be disposed in the ADLC Waste Repository (Cell B2.12/Opportunity Ponds). Prior to removal activities, the property owner will be responsible for moving all equipment, materials, or movable structures in order to facilitate removal.

##### **5.1.1 Air Monitoring**

Based on experience and data collected at other sites in the area as well as within the OW/EADA OU site boundary, exposure levels to contaminants of concern (COCs) during construction will be significantly below any health-based action levels. Personnel air monitoring is the responsibility of individual contractors. Site and perimeter air monitoring may be periodically conducted by AERL using Mini Ram to confirm the adequacy of dust control measures.

##### **5.1.2 Dust Control**

Fugitive dust emissions will be controlled during RA construction activities. If the air emissions from RA construction exceed performance standards, operations will cease or be modified until dust control measures are implemented that achieve compliance with these limits. Dust control measures will consist of application of water or water with a wetting agent additive to be applied during RA.

### **5.1.3 Reporting and Record Keeping**

In accordance to the 1994 OW/EADA Remedial Action Work Plan/Final Design Report (RAWP/FDR), the contractor will record on a daily basis the following information:

1. Accidents;
2. Product delivery and usage;
3. Quality Assurance/Quality Control (QA/QC) on required products; and
4. Laboratory analytical tests performed and results.

The QA/QC Oversight Engineer will record on a daily basis the following information:

1. Field observations; and
2. Geotechnical and geochemical test frequencies and results.

AERL will submit a monthly report of construction activities during performance of the RA. AERL will submit annual monitoring reports to the Agencies as outlined in the Operations and Maintenance (O&M) Plan.

At completion of all OW/EADA RA activities, a Remedial Action Completion Report (RACR) will be submitted to the Agencies and landowner as outlined in the UAO.

### **5.1.4 Schedule**

RA activities associated with the performance of this LRAWP may commence as early as April 2002 pending landowner agreement with the LWRAP. RA could be completed by June 2002.

## **6.0 POST-REMEDIAL ACTION**

### **6.1 Property Maintenance**

It is the responsibility of the landowner to maintain the parcel so as to minimize erosion or degradation of the existing surface material. The EPA will monitor any future maintenance activities conducted by the landowner. Waste material encountered during future construction or maintenance activities will be disposed of by the landowner in the ADLC Waste Repository (Cell B2.12/Opportunity Ponds).

### **6.2 Property Development**

Future development of the property must comply with the ADLC DPS and is the responsibility of the landowner and subsequent landowners, as well as ADLC, in implementing and enforcing the DPS. This will ensure that the development occurs in a manner that is protective of human health and the environment. The RA has been designed to meet objectives for industrial/commercial land use; therefore, the land use is expected to continue as such. Anaconda-Deer Lodge County has implemented the DPS that sets forth certain requirements for the development of property in the Superfund Planning Area Overlay District (SPAOD). The Wells Parcel is within the SPAOD and should the current use of the property change from

industrial, the landowner is responsible for complying with the provisions of the DPS. This includes the requirement to sample and properly handle any soils that exceed certain levels.



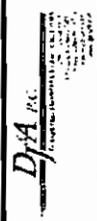
-  Wells Property
-  Lot Lines
-  Remove Visual Waste (Min. of 10")
-  Remove Upper 2" of Soil
-  Building
-  Roads

Total Area/Acre.....	138710 sq. ft. / 3.2 ac.
Removal of Visual Waste (Min. of 10").....	5145.0 sq. ft. / 0.1 ac.
Removal of Upper 2" of Soil.....	48318.0 sq. ft. / 1.1 ac.

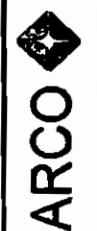
Table 1.1 - Area Summary

- Notes:**
- 1.) Per legal description of this property, reference grant dated 9/25/07.
  - 2.) Ownership boundaries DO NOT represent a legal survey. They are intended for reference only. DMA & ARCO assume no responsibility for the accuracy of these boundaries.
  - 3.) Map data compiled by DMA from the ARCO GIS database. The user of this data assumes responsibility to verify usability for their purposes.

PROJECTION.....Montana State Plane  
 DATUM.....NAD83  
 ZONE.....Montana 2500  
 UNITS.....FEET



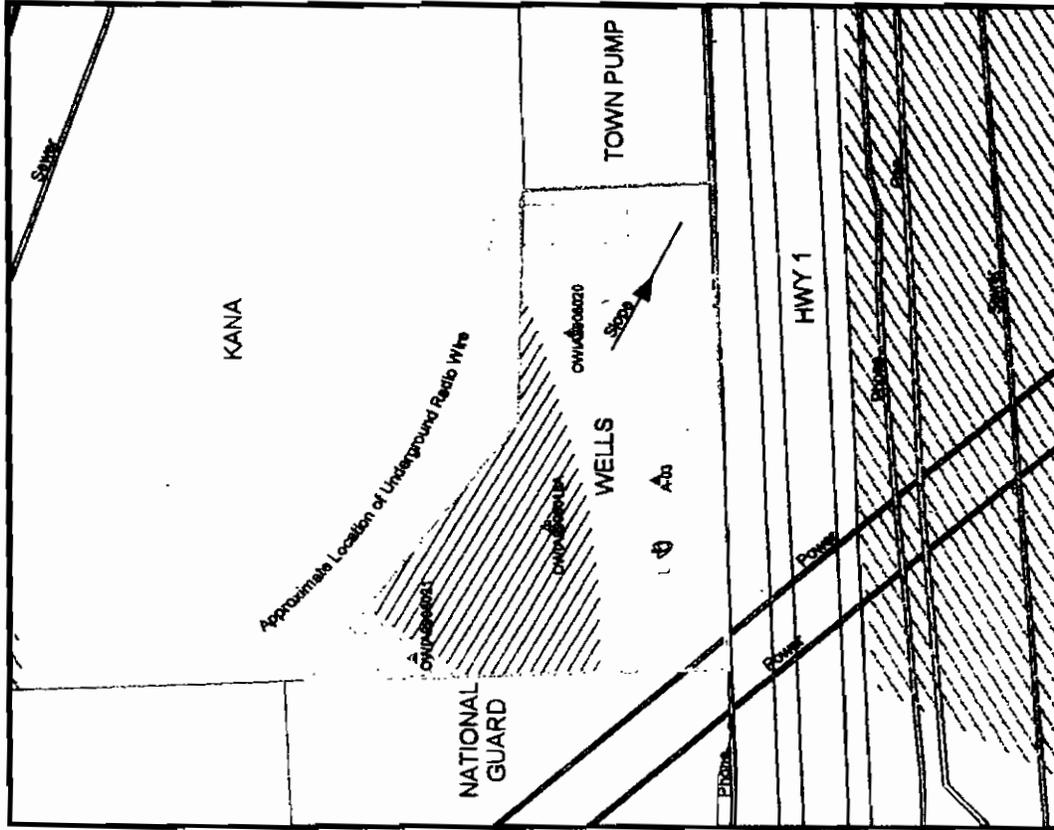
BY



PREPARED FOR

NO.	DATE	BY	DESCRIPTION

WELLS SITE PLAN  
 ON/FEASIBLE OPERABLE UNIT  
 ANACONDA, MONTANA



- Wells Property
- Lot Lines
- Remove Visual Waste (Min. of 10')
- Remove Upper 2" of Soil
- Previously Reclaimed
- Existing Building

- Sample Point
- Flow Direction

- Roads
- Contours (10' Intervals)

Notes:  
 1.) For legal description of this property, reference grant deed #122407.

2.) Contractor is responsible for locating additional utilities.

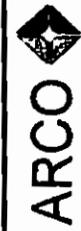
3.) Ownership boundaries DO NOT represent a legal survey. They are intended for reference only. DDA or ARCO assume no responsibility for the accuracy of these boundaries.

4.) Map data compiled by DDA from the ARCO GIS database. The user of this data assumes responsibility to verify usability for their purposes.

PROJECTION.....Montana State Plane  
 DATUM.....NAD83  
 ZONE.....Montana 2500  
 UNITS.....FEET



REV	BY	DATE	DESCRIPTION
0	ARCO	12-28-2017	AS BUILT



Prepared for:  
 DDA, P.C.  
 1000 UNIVERSITY AVENUE, SUITE 100  
 ANAHEIM, CALIFORNIA 92816  
 (714) 766-1100

WELLS REMEDIAL ACTION WORK PLAN  
 ON/BEAD OPERABLE UNIT  
 ANAHEIM, MONTANA

## 7.0 REFERENCES

ARCO, 1995. Old Works/East Anaconda Development Area Data Summary Report. ARCO, Anaconda, Montana.

Pioneer Technical Services, 1999. Anaconda Smelter NPL Site Old Works/East Anaconda Development Area Operable Unit, Industrial Park Data Summary Report. Pioneer Technical Services, Butte, Montana. Report prepared for AERL, Anaconda, Montana.

PTI, 1989. Accelerated Removals Engineering Evaluation/Cost Analysis Remedial Action Work Plan. Anaconda Smelter Site. PTI Environmental Services, Bellevue, Washington.

U.S. EPA, 1994. Record of Decision, Anaconda Smelter NPL Site Old Works/East Anaconda Development Area Operable Unit, Anaconda, Montana.

ADLC, 1992. Anaconda-Deer Lodge Development Permit System.

## Signature Page

Approved by: \_\_\_\_\_  
Landowner Date

Approved by: \_\_\_\_\_  
AERL Remedial Project Manager Date

Approved by: \_\_\_\_\_  
EPA Remedial Project Manager  
U.S. Environmental Protection Agency  
Region VIII Date

# ATTACHMENT 3:

OLD WORKS – INDUSTRIAL  
AREA REMEDIAL ACTION WORK  
PLAN / FINAL DESIGN REPORT

AUGUST 30, 2002

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**Anaconda Smelter NPL Site  
Old Works/East Anaconda Development Area  
Operable Unit**

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*Final*

*Old Works - Industrial Area  
Remedial Action Work Plan/Final Design Report  
(RAWP/FDR)*

*Volume IV, Addendum D*

*Report I – Industrial Area RAWP/FDR*

*Atlantic Richfield Company*

August 30, 2002

Property Owner Maintenance Requirements: Maintenance of installed engineered covers and lot storm water controls. Maintenance of site wide storm water controls will be the responsibility of Atlantic Richfield Company.

**Block #** NA **Lot #** NA **Owner: Wells**  
 Geo-Code: 301285 24 11 30000 Land use<sup>1</sup>: Commercial/Storage Building  
 Lot Acreage: 3.182 As Action Level: 500 (mg/kg)

Test Pit ID	Depth	As
A-03	0-2"	314.0 ppm
IP62	2-10"	265.0 ppm
OWIA9908016A-001	0-2"	495.0 ppm
OWIA9908016A-002	2-10"	653.0 ppm
OWIA9908016A-003	10-18"	87.8 ppm
OWIA9908019-001	0-2"	167.0 ppm
OWIA9908019-002	2-10"	32.1 ppm
OWIA9908019-003	10-18"	11.7 ppm
OWIA9908020-001	0-2"	249.0 ppm
OWIA9908020-002	2-10"	309.0 ppm
OWIA9908020-003	10-18"	532.0 ppm
OWIA9908021-001	0-2"	732.0 ppm
OWIA9908021-002	2-10"	623.0 ppm
OWIA9908021-003	10-18"	357.0 ppm
OWIA0106016A-001	0-2"	529.0 ppm
OWIA0106016A-002	2-10"	84.6 ppm
OWIA0106016A-003	10-18"	17.4 ppm

529  
84.6

WMA: No

Proposed Action: **Further action required.** Remove miscellaneous waste piles, material from a suspected railroad grade, and removal of the upper 2 inches of surficial soil in the northwest corner. Material to be disposed of in a designated WMA. Backfill low areas as needed to provide drainage. Seed with Type B seed mix.

Restrictions in place: reference Deed Microfilm Bk. 23 page 309

- Lot shall be used for automobile dealership or alternative business, and the property shall not be subdivided
- Individual water system will consist of a drilled well to a minimum depth of 25 feet constructed in accordance with the criteria established in M.A.C. 162.14(10)-S14340 and the most current standards of the Department of Health and Environmental Sciences
- Individual sewage disposal system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Deer Lodge County Septic System Regulations and M.A.C. 16-2.14(10)-



# ATTACHMENT 4:

## GRANT DEED

110414  
GRANT DEED

THIS INDENTURE, made and entered into this 21th day of November, 1977, by and between THE ANACONDA COMPANY, a Delaware corporation, GRANTOR, and JOHN SZAFRYK, whose post office address is Anaconda, Montana, GRANTEE, WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar (\$1.00), to it in hand now paid by the Grantee, and other good and valuable consideration, does hereby grant and convey unto the said Grantee, and to his heirs and assigns, forever, all of the right, title and interest of the Grantor in and to the surface only of the following-described property situate in the County of Deer Lodge, State of Montana, to wit:

A tract of land situated in a portion of the Southeast 1/4 of Section Two (2) and the Southwest 1/4 of Section One (1), Township Four (4) North, Range Eleven (11) West, Montana Principal Meridian being more particularly described as follows:

Beginning at the Southwest corner of the tract herein described, which point is a point on the Northerly right-of-way line of U.S. Highway 10-A and also being the Southeast corner of the Montana National Guard Tract, from which point the West 1/4 corner of Section 2, T.4 N., R.11 W., M.P.M., bears North 78° 20' 44" West, 4713.97 feet; thence, from said point of beginning, 1st Course, along the East boundary of said National Guard Tract, North 04° 26' West, 450.90 feet; thence, 2nd Course, along the Southerly boundary of the K.A.N.A. Radio Station Tract, South 48° 43' East, 349.08 feet; thence 3rd Course, along said Southerly boundary North 85° 37' East, 300.62 feet to the Northwest corner of the Kenneally Tract; thence, 4th Course, along the West boundary of said Kenneally Tract, South 04° 23' East, 196.30 feet to a point on said Northerly right of way line at Highway Station 125 + 95, a concrete right-of-way marker; thence, 5th Course, along said right-of-way, South 85° 06' West, 544.20 feet to the point of beginning and containing in all 3.182 acres.

This deed of conveyance is also made and accepted by the Grantee and the above-described property is conveyed subject to the following covenants, conditions and restrictions, any and all of which shall run with the land and be binding

23-313

upon the party hereto and his respective successors, heirs, executors, administrators and assigns:

1. That the lot size as indicated on the certificate of survey to be filed with the county clerk and recorder will not be further altered without approval;

2. That the lot shall be used for a locally approved development, that being identified in subsection 17.

3. That the individual water system will consist of a drilled well to a minimum depth of 25 feet constructed in accordance with the criteria established in MAC 162.14(10)-514340 and the most current standards of the Department of Health and Environmental Sciences;

4. That the individual sewage disposal system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Dear Lodge County Septic System Regulations and MAC 16-2.14(10)-514340;

5. That bottom of the drainfield shall be at least four feet above the water table;

6. That no sewage disposal system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source;

7. That water supply and sewage disposal systems will be located as shown on the approved plans;

23-310

8. That plans for the proposed water and individual sewage systems will be reviewed and approved by the Deer Lodge County Health Department before construction is started;

9. That the developer shall provide the purchaser of property with a copy of the certificate of survey, approved location of water supply and sewage disposal system and a copy of this document;

10. That instruments of transfer for this property shall contain reference to these conditions;

11. That Grantor intends that whatever approaches from Highway 10-A to said described property, if any, shall remain in effect.

12. It is also specifically understood by the Grantee that said property shall be used for its intended purpose, that of being an automobile dealership or alternative business, and the property shall not be subdivided.

There is, however, reserved and excepted from this conveyance unto the Grantor, its successors and assigns, all water, waters and water rights from Warm Springs Creek or any of its tributaries belonging to or appurtenant to the above-described premises, or any part thereof, or heretofore used upon said premises, or any part thereof.

It is further understood and agreed that, as a covenant running with the land and as a part of the consideration for the sale and transfer of said premises, the Grantor, its successors and assigns are not and shall not hereafter be held responsible for damage of any kind resulting from fumes, smoke, tailings or other emanations from its reduction works operated near the City of Anaconda, Montana, or from

23 310 1/2

23 11 11

any other cause whatsoever connected with its milling or smelting operations, and the Grantee, his heirs and assigns do hereby release and forever discharge and hold harmless the Grantor, its successors and assigns, officers, agents and employees, from any and all damages and claims of damages to any and all persons and properties situated on the above premises and arising out of its milling, smelting or other operations.

EXCEPTING AND RESERVING, however, from this conveyance all ores, metals and minerals, of any nature whatsoever, including gas and oil and other hydro-carbon substances, upon, in and under said lands with the right to prospect and explore for and to mine, extract, and remove the same, together with the use of such of the surface as may be necessary for prospecting and exploring for, and mining or otherwise extracting and carrying away the same, provided, however, that the Grantor shall pay to the Grantee the reasonable market value at the times such portions of the surface may be required, and as the same may be required, of such portions of the surface of said premises as may be used for such mining operations, including any improvements thereon.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the tenements and appurtenances, unto the said Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its proper representative thereunto duly authorized, the day and year first above written.

THE ANACONDA COMPANY

By Robert M. Wood  
Its Vice President

STATE OF MONTANA

§§.

County of Silver Bow.

On this 9th day of November, in the year 1977, before me, the undersigned, a Notary Public for the State of Montana, personally appeared HERBERT M. NEED, Vice President of THE ANACONDA COMPANY, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

23  
3:2



*James G. Eide*  
Notary Public for the State of Montana,  
Residing at Butte, Montana.  
My Commission expires October 29, 1979.

STATE OF MONTANA )  
County of Deer Lodge ) §§

*10/11/77*

I hereby certify that the within instrument was filed in my office on the 5th day of December A.D. 1977 at 31 minutes past 3 o'clock P.M., and is recorded on Page      of Book      of Records of Deer Lodge County, State of Montana.

HELEN L. LOVELL  
County Recorder

*Helen Lovell*  
Deputy

Fee \$ 10.00

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 3

## Subject Property Information

Owner: Anaconda Local Development Corporation  
 Contact Info: Jim Davison  
 118 East Seventh St.  
 Anaconda, MT 59711  
 (406) 563-5538  
 Fax: (406) 563-3275  
[jdavison@montana.com](mailto:jdavison@montana.com)  
 Geocode: 30128502206020000  
 30128502206010000  
 Address: A1 Property,  
 Map: See Attachment 1

## Current Cleanup Status

- Property has not been remediated.
- No sampling data available from Atlantic Richfield.
- ADLC sampled property in November 2006 with results showing arsenic was greater than 250 ppm in the 0-12 inch range and concentrations of metals at depths of up to 18 inch or deeper suggest significant buried waste exists at this site.
- This property has been identified as potentially containing buried waste that may or may not be Superfund applicable.

## Covenants, Conditions and Restrictions

Attribute	Description	A-1
IND_USE	Industrial use restriction	No
COM_USE	Commercial use restriction	No
RES_USE	Residential use restriction	No
RECREATION	Recreational use restriction	No
GRAZING	Grazing restricted	No
GEN_WELL	General well restriction	Yes
POT_WELL	Potable well restriction	Yes
PUBLIC_ACC	Public access restriction	No
MIN_MAT_PR	Mineral/Hazardous Material Ban	Yes
HAZMAT	Hazardous materials restriction	Yes
IRRIGATION	Irrigation restriction	No
UNLINED_PO	Unlined Pond/Container Restrictions	Yes
TI_ZONE	Technical Impracticability Zone	No
NO_REM_INT	?	Yes
OWN_PROP_M	Owner property maintenance	Yes
OWN_O_M	Owner operation and maintenance	Yes
OWN_WEEDCN	Owner weed control	No

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 3

OWN_FENCE_	Owner fencing required	No
FUTURE_DVL	Future development restriction	Yes
OWN_ADD_RE	Owner additional remediation required	Yes
OWN_BEST_M	Owner best management practices required	No
AGREEMENT	AR agreement with owner	Yes
EASEMENT	AR easement with owner	No
REV_INTERE	AR reversionary interest	No
WILDLIFEMG	wildlife management	No
PROP_BENEF	?	Yes
RESTRICTIO	Does the property have restrictions	Yes
BOOK	Deed Book	135
PAGE	Deed Page	210

- See also Real Property Conveyance/Transfer Agreement, 1994 (Attachment 2).

## **Development Proposal**

The Owners propose to construct a residential development on the property. The owner proposes to conduct development concurrent with or following cleanup activities. The owner will undertake conceptual design activities in November 2008 and provide when available. The owner could begin development activities in early summer 2009.

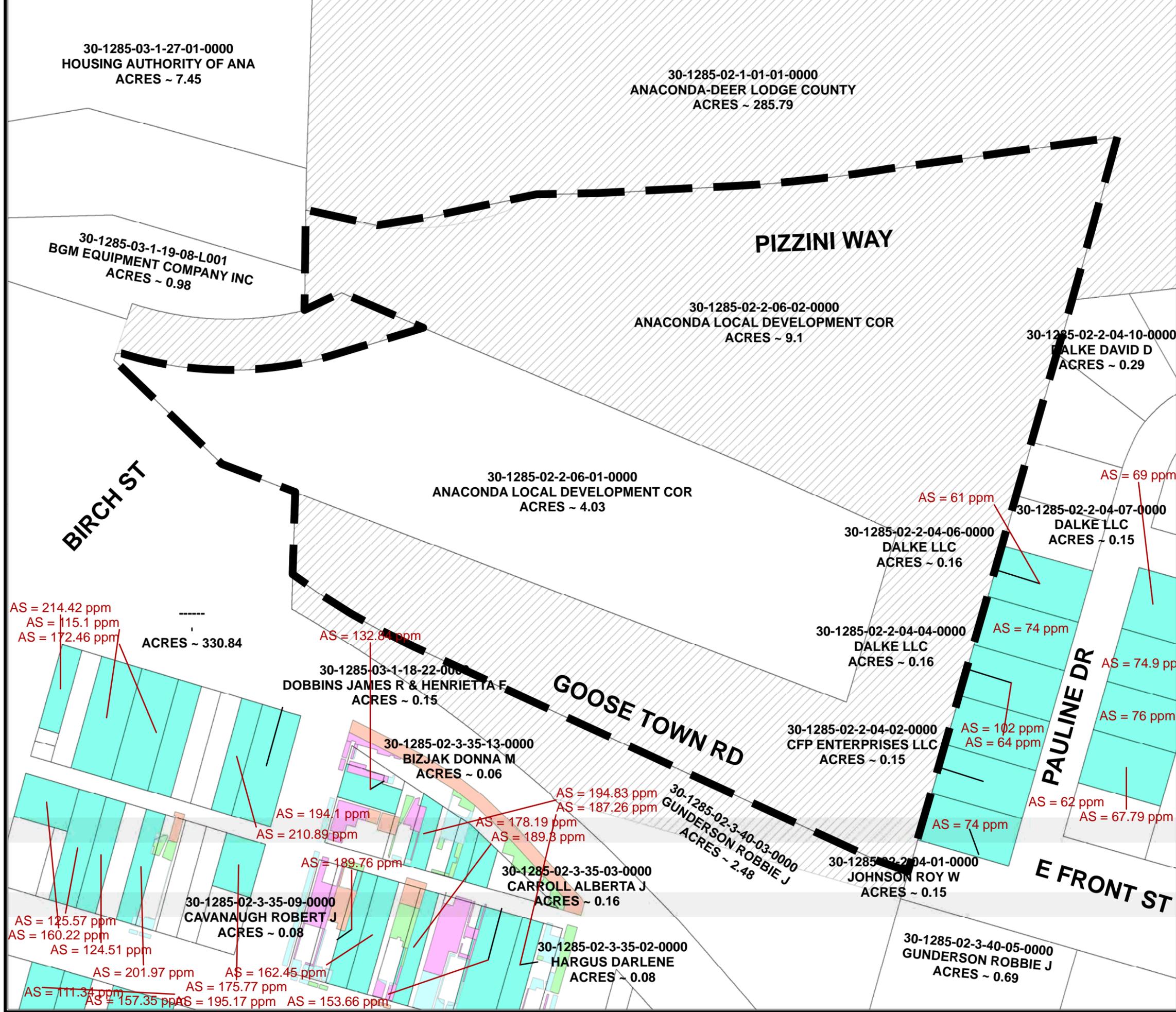
The owner has requested that the property be remedied consistent with residential land use levels. The owner has also requested that assistance be provided by EPA and ADLC to cleanup any non-Superfund waste identified on the site by seeking EPA Brownfields Program assistance and/or other assistance as may be appropriate.

## **Recommendation**

The County Planning Department has reviewed and recommends this proposal and it has been endorsed as a priority development property by the ADLC County Commission. In accordance with the county's Interim Institutional Controls Program, it is recommended that additional soils characterization be performed prior to design of a remedial and/or institutional controls work plan. The sampling should consist of additional sub-surface soils samples to a depth of 18 inches and deeper where waste might be disturbed as a result of development.

# ATTACHMENT 1:

MAP



### Legend

**OWNERSHIP**

- Ownership Boundary
- SUBJECT PROPERTY
- Restrictive Covenant Properties

**AS BUILTS**

**REMEDY DEPTH**

- 0
- 2
- 6
- 18

**REMEDY STATUS GE 250**

**STATUS**

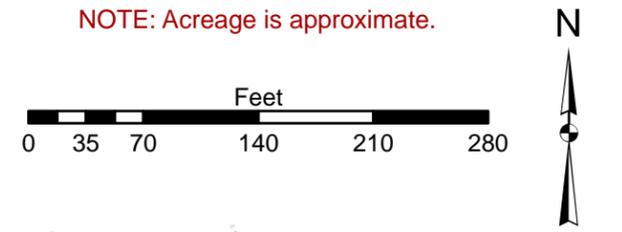
- ISWP DELIVERED
- LANDOWNER RESPONSIBLE FOR RA
- PHASE 1 COMPLETE - NEED PHASE 2
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION

**REMEDY STATUS LT 250**

**STATUS**

- ISWP DELIVERED
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION
- SURVEYED

NOTE: Acreage is approximate.



**ANACONDA-DEER LODGE COUNTY**  
 Courthouse - 800 South Main  
 Anaconda, Montana 59711  
 Telephone (406) 563-4000  
 Fax (406) 563-4001

# ATTACHMENT 2:

## REAL PROPERTY CONVEYANCE/ TRANSFER AGREEMENT

---

**REAL PROPERTY CONVEYANCE/TRANSFER AGREEMENT**

**among**

**ATLANTIC RICHFIELD COMPANY  
GRANTOR,**

**ANACONDA-DEER LODGE COUNTY  
GRANTEE**

**and**

**OLD WORKS GOLF COURSE, INC.**

**Dated as of May 5, 1994**

---

**ARTICLE VII**  
**RESTRICTIVE COVENANTS AND DEVELOPMENT PERMIT SYSTEM**

**7.1 General.** In order to comply with, and ensure consistency with, the OW/EADA Remedy, ADL and all future owners of the Properties must be subject to certain limitations/prohibitions of certain activities or uses on or of the Properties. ARCO and ADL hereby agree that certain restrictions must be placed on the Properties in order to prevent any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties. Each of the restrictive covenants and obligations set forth in this Article VII is and shall be a covenant running with the land, binding on ADL and all ADL's successors in interest to the Properties, including any subsequent owners that acquire an interest in the Properties. As such, each restrictive covenant set forth herein which applies to a Property shall be specifically set forth in the Quitclaim Deed conveying that Property from ARCO to ADL, in any subsequent deed or other form of transfer or conveyance of any interest in the Property from ADL to any successors, including without limitation all subsequent owners of the Property, and in all subsequent deeds or other forms of transfer or conveyance of any interest in the Property from any of ADL'S successors to any subsequent persons or entities acquiring any interest in the Property, including without limitation all subsequent owners of the Property. Each restrictive covenant set forth herein shall be enforceable to the fullest extent permitted by Montana law. If for any reason, any of the restrictive covenants set forth herein fail to meet the technical, legal requirements of restrictive covenants under Montana law, such standards shall remain fully enforceable between the Parties hereto under the terms and conditions of this Agreement.

**7.2 Restrictive Covenants.** The following restrictive covenant is applicable to all of the Properties: ADL and its Successors in Interest and Assigns, including without limitation all subsequent owner(s) and/or developers (whether or not they are owners) of the Properties or any portion thereof ("Owner"), shall not take, authorize or allow any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties .

The following restrictive covenants are applicable to each of the Properties :

requirements of such remedy, as described more specifically in the O&M Plans; and

- (2) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws, and other Applicable Laws.

i. Lumber Yard Parcel.

- (1) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, including the O&M requirements of such remedy, as described more specifically in the O&M Plans;
- (2) Water Well Ban;
- (3) Unlined Pond/Container Restrictions;
- (4) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws, and other Applicable Laws;
- (5) Mineral Development Ban; and
- (6) Hazardous Material Ban.

**7.3 Incorporation of Final Standards.** This Agreement shall incorporate and be governed by all final Performance Standards and Institutional Controls provided for in the OW/EADA Remedy, including without limitation the Development Permit System, and any activities implemented or maintained on the Properties shall be implemented or maintained in accordance with such Performance Standards and Institutional Controls.

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 4

## Subject Property Information

Owner: Anaconda Local Development Corporation  
Contact Info: Jim Davison  
118 East Seventh St.  
Anaconda, MT 59711  
(406) 563-5538  
Fax: (406) 563-3275  
[jdavison@montana.com](mailto:jdavison@montana.com)

Geocode: 30128502406080000  
30128502406110000  
30128502406120000  
30128502406130000  
30128502406140000

Address: Block 3, Lots 1, 2, Railroad Loading & Unloading Yard, 3A, and 5,  
Deer Lodge Drive and Polk St

Map: See Attachment 1

## Current Cleanup Status

- Existing 6" remedial cover suitable for industrial land use.
- This property has been identified as potentially containing buried waste that may or may not be Superfund applicable.

## Covenants, Conditions and Restrictions

- None

## Development Proposal

The Owners propose to construct a residential development on the property. The owner proposes to conduct development concurrent with or following cleanup activities. The owner will undertake conceptual design activities in November 2008 and provide when available. The owner could begin development activities in early summer 2009.

The owner has requested that the property be remedied consistent with residential land use levels. The owner has also requested that assistance be provided by EPA and ADLC to cleanup any non-Superfund waste identified on the site by seeking EPA Brownfields Program assistance and/or other assistance as may be appropriate.

## Recommendation

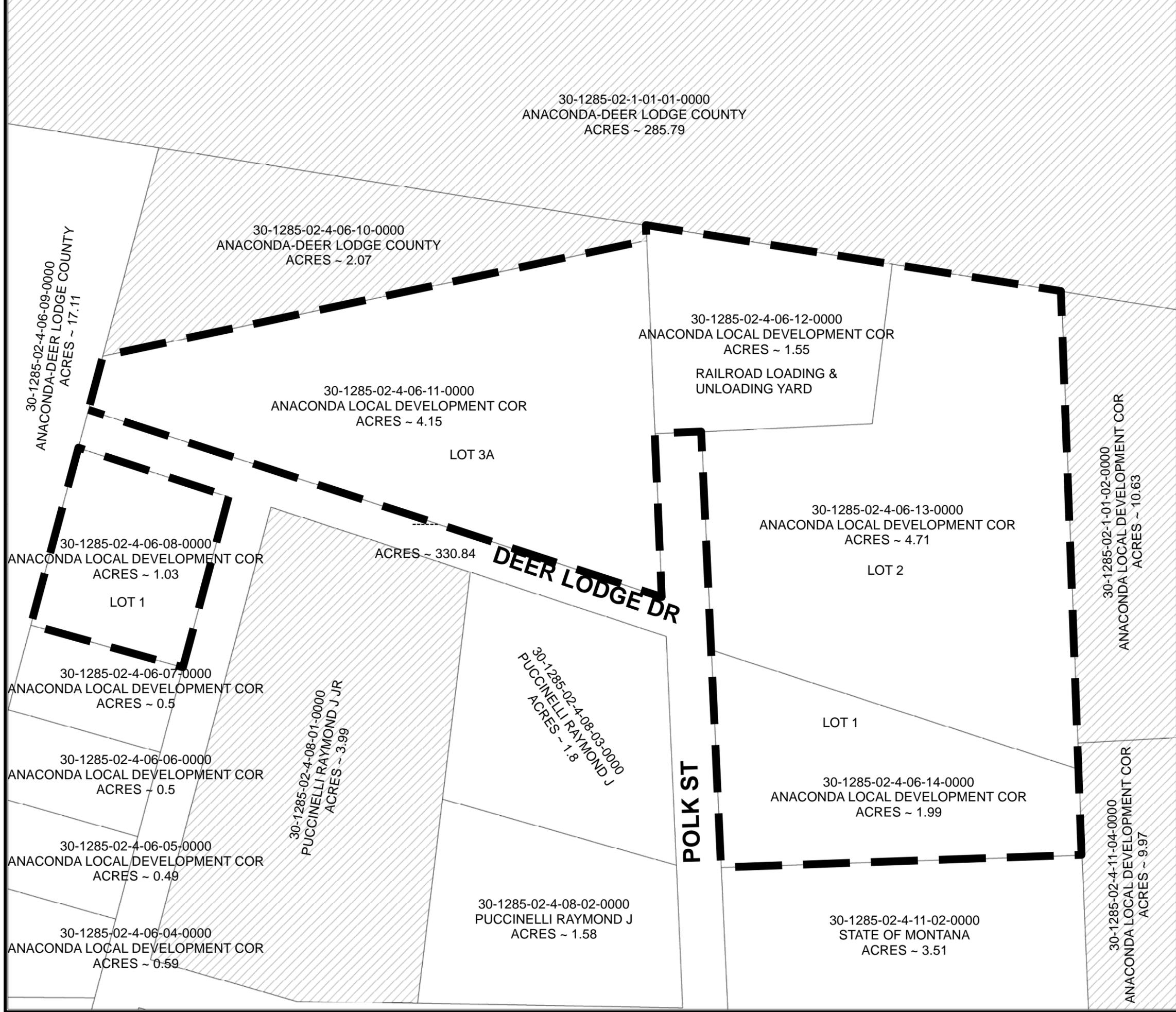
The County Planning Department has reviewed and recommends this proposal and it has been endorsed as a priority development property by the ADLC County Commission. In accordance with the county's Interim Institutional Controls Program, it is recommended that additional soils characterization be

**Anaconda-Deer Lodge County  
Superfund Priority Development Program  
Property Development Plan No. 4**

performed prior to design of a remedial and/or institutional controls work plan. The sampling should consist of additional sub-surface soils samples to a depth of 18 inches and deeper where waste might be disturbed as a result of development.

# ATTACHMENT 1:

MAP



### Legend

**OWNERSHIP**

- Ownership Boundary
- SUBJECT PROPERTY
- Restrictive Covenant Properties

**AS BUILTS**

**REMEDY DEPTH**

- 0
- 2
- 6
- 18

**REMEDY STATUS GE 250**

**STATUS**

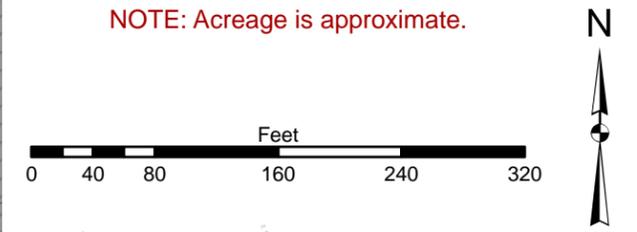
- ISWP DELIVERED
- LANDOWNER RESPONSIBLE FOR RA
- PHASE 1 COMPLETE - NEED PHASE 2
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION

**REMEDY STATUS LT 250**

**STATUS**

- ISWP DELIVERED
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION
- SURVEYED

NOTE: Acreage is approximate.



**ANACONDA-DEER LODGE COUNTY**  
 Courthouse - 800 South Main  
 Anaconda, Montana 59711  
 Telephone (406) 563-4000  
 Fax (406) 563-4001

**BLOCK 3 LOTS 1-5  
SUPERFUND EXHIBIT**

Printed: 11.06.08

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 5

## Subject Property Information

Owner: Anaconda Local Development Corporation  
 Contact Info: Jim Davison  
 118 East Seventh St.  
 Anaconda, MT 59711  
 (406) 563-5538  
 Fax: (406) 563-3275  
[jdavison@montana.com](mailto:jdavison@montana.com)  
 Geocode: 30128502101020000  
 Address: C1 Property (street unnamed)  
 Map: See Attachment 1

## Current Cleanup Status

- Existing 6" remedial cover suitable for industrial land use.
- This property has been identified as potentially containing buried waste that may or may not be Superfund applicable.

## Covenants, Conditions and Restrictions

Attribute	Description	C-1
IND_USE	Industrial use restriction	No
COM_USE	Commercial use restriction	No
RES_USE	Residential use restriction	Yes
RECREATION	Recreational use restriction	No
GRAZING	Grazing restricted	No
GEN_WELL	General well restriction	Yes
POT_WELL	Potable well restriction	Yes
PUBLIC_ACC	Public access restriction	No
MIN_MAT_PR	Mineral/Hazardous Material Ban	Yes
HAZMAT	Hazardous materials restriction	Yes
IRRIGATION	Irrigation restriction	No
UNLINED_PO	Unlined Pond/Container Restrictions	Yes
TI_ZONE	Technical Impracticability Zone	No
NO_REM_INT	?	Yes
OWN_PROP_M	Owner property maintenance	Yes
OWN_O_M	Owner operation and maintenance	Yes
OWN_WEEDCN	Owner weed control	No
OWN_FENCE_	Owner fencing required	No
FUTURE_DVL	Future development restriction	Yes
OWN_ADD_RE	Owner additional remediation required	Yes
OWN_BEST_M	Owner best management practices required	No

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 5

AGREEMENT	AR agreement with owner	Yes
EASEMENT	AR easement with owner	No
REV_INTERE	AR reversionary interest	No
WILDLIFEMG	wildlife management	No
PROP_BENEF	?	Yes
RESTRICTIO	Does the property have restrictions	Yes
BOOK	Deed Book	136
PAGE	Deed Page	620

- See also Real Property Conveyance/Transfer Agreement, 1994 (Attachment 2).

## **Development Proposal**

The Owners propose to construct a hotel or seasonal development on the property. The owner proposes to conduct development concurrent with or following cleanup activities. The owner will undertake conceptual design activities in November 2008 and provide when available. The owner could begin development activities in early summer 2009.

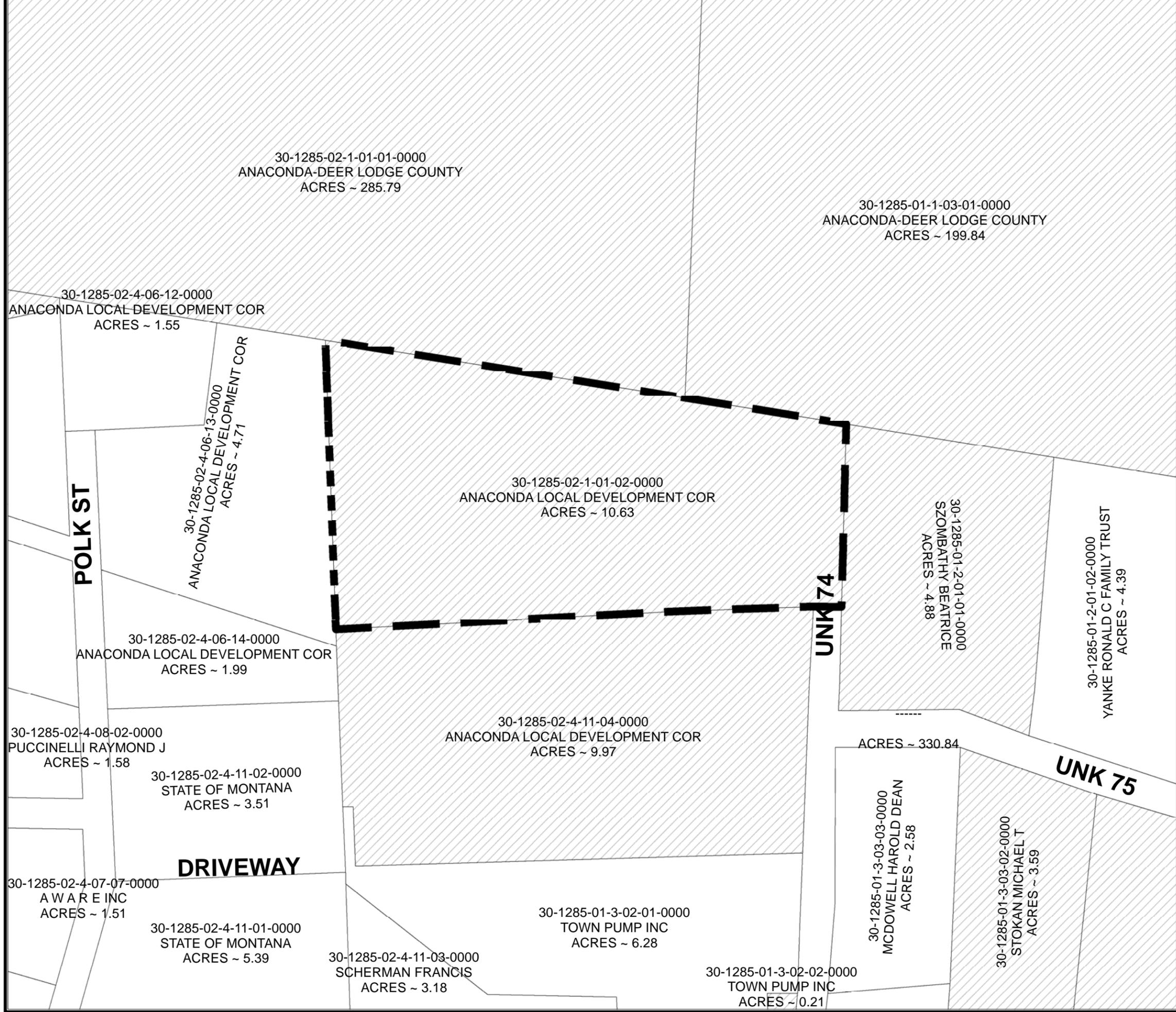
The owner has requested that the property be remedied consistent with residential land use levels. The owner has also requested that assistance be provided by EPA and ADLC to cleanup any non-Superfund waste identified on the site by seeking EPA Brownfields Program assistance and/or other assistance as may be appropriate.

## **Recommendation**

The County Planning Department has reviewed and recommends this proposal and it has been endorsed as a priority development property by the ADLC County Commission. In accordance with the county's Interim Institutional Controls Program, it is recommended that additional soils characterization be performed prior to design of a remedial and/or institutional controls work plan. The sampling should consist of additional sub-surface soils samples to a depth of 18 inches and deeper where waste might be disturbed as a result of development.

# ATTACHMENT 1:

MAP



**Legend**

**OWNERSHIP**

- Ownership Boundary
- SUBJECT PROPERTY
- Restrictive Covenant Properties

**AS BUILTS**

**REMEDY DEPTH**

- 0
- 2
- 6
- 18

**REMEDY STATUS GE 250**

**STATUS**

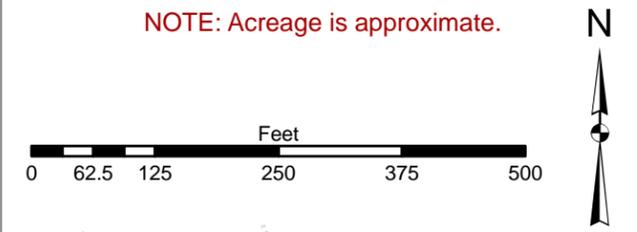
- ISWP DELIVERED
- LANDOWNER RESPONSIBLE FOR RA
- PHASE 1 COMPLETE - NEED PHASE 2
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION

**REMEDY STATUS LT 250**

**STATUS**

- ISWP DELIVERED
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION
- SURVEYED

NOTE: Acreage is approximate.



**ANACONDA-DEER LODGE COUNTY**  
 Courthouse - 800 South Main  
 Anaconda, Montana 59711  
 Telephone (406) 563-4000  
 Fax (406) 563-4001

# ATTACHMENT 2:

## REAL PROPERTY CONVEYANCE/ TRANSFER AGREEMENT

---

**REAL PROPERTY CONVEYANCE/TRANSFER AGREEMENT**

**among**

**ATLANTIC RICHFIELD COMPANY  
GRANTOR,**

**ANACONDA-DEER LODGE COUNTY  
GRANTEE**

**and**

**OLD WORKS GOLF COURSE, INC.**

**Dated as of May 5, 1994**

---

**ARTICLE VII**  
**RESTRICTIVE COVENANTS AND DEVELOPMENT PERMIT SYSTEM**

**7.1 General.** In order to comply with, and ensure consistency with, the OW/EADA Remedy, ADL and all future owners of the Properties must be subject to certain limitations/prohibitions of certain activities or uses on or of the Properties. ARCO and ADL hereby agree that certain restrictions must be placed on the Properties in order to prevent any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties. Each of the restrictive covenants and obligations set forth in this Article VII is and shall be a covenant running with the land, binding on ADL and all ADL's successors in interest to the Properties, including any subsequent owners that acquire an interest in the Properties. As such, each restrictive covenant set forth herein which applies to a Property shall be specifically set forth in the Quitclaim Deed conveying that Property from ARCO to ADL, in any subsequent deed or other form of transfer or conveyance of any interest in the Property from ADL to any successors, including without limitation all subsequent owners of the Property, and in all subsequent deeds or other forms of transfer or conveyance of any interest in the Property from any of ADL'S successors to any subsequent persons or entities acquiring any interest in the Property, including without limitation all subsequent owners of the Property. Each restrictive covenant set forth herein shall be enforceable to the fullest extent permitted by Montana law. If for any reason, any of the restrictive covenants set forth herein fail to meet the technical, legal requirements of restrictive covenants under Montana law, such standards shall remain fully enforceable between the Parties hereto under the terms and conditions of this Agreement.

**7.2 Restrictive Covenants.** The following restrictive covenant is applicable to all of the Properties: ADL and its Successors in Interest and Assigns, including without limitation all subsequent owner(s) and/or developers (whether or not they are owners) of the Properties or any portion thereof ("Owner"), shall not take, authorize or allow any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties .

The following restrictive covenants are applicable to each of the Properties :

- (9) Owner shall not encumber all or any portion of the Parcel without the prior written consent of ARCO, which consent may be withheld with or without cause;
- (10) Owner shall not convey this Parcel to anyone other than a "Qualified Transferee" as such term is defined in Section 18.2.c. hereof;
- (11) Residential development shall be prohibited; ✓
- (12) Unlined Pond/Container Restrictions;
- (13) Mineral Development Ban;
- (14) Hazardous Material Ban;
- (15) Any and all irrigation of those portions of the Parcel other than the Golf Course (as shown on the map attached hereto as Exhibit V) shall be prohibited. Irrigation of the Golf Course only shall be permitted so long as such irrigation (i) is permitted by the OW/EADA Remedy, (ii) is in compliance with the O&M plan set forth on Exhibit A, and (iii) does not exacerbate the existing Environmental Conditions on the Parcel;
- (16) The Old Works Historic Trail System (as shown on the map attached hereto as Exhibit W) shall be maintained by Owner in good condition and repair in accordance with the OW/EADA Remedy and as outlined in the O&M Plans; and
- (17) Access to structures along the Old Works Historic Trail System including but not limited to historic flues and foundations, shall be prohibited.

c. Ballfields/Industrial Park Parcel.

- (1) Water Well Ban;
- (2) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with the requirements of the OW/EADA

- Remedy, including the O&M requirements of such remedy, as described more specifically in the O&M Plans;
- (3) Owner shall maintain the cap and ballfields in good condition and repair in accordance with the OW/EADA Remedy and as described more specifically in Exhibit A;
  - (4) Residential development shall be prohibited; ✓
  - (5) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the ADL Development Permit System, Environmental Laws and other Applicable Laws;
  - (6) Unlined Pond/Container Restrictions;
  - (7) Mineral Development Ban;
  - (8) Irrigation of the Parcel only shall be permitted in the areas of the Parcel shown on the map attached hereto as Exhibit X. Such irrigation of the Parcel only shall be permitted so long as the irrigation (i) is permitted by the OW/EADA Remedy, (ii) is in compliance with the O&M Plans set forth on Exhibit A, and (iii) does not exacerbate the existing Environmental Conditions on the Parcel;
  - (9) Parcel may be used for recreational uses in conjunction with the anticipated golf course, the existing ballfields and trails, and development for Commercial, Industrial or Light Industrial purposes;
  - (10) Hazardous Material Ban; and
  - (11) Owner shall maintain all caps and drainage control structures installed by ARCO or its agents on this Parcel in good condition and repair and shall not interfere with their operation, as described more specifically in the O&M Plans.

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 6

## Subject Property Information

Owner: Anaconda Deer Lodge County  
Contact Info: Becky Guay

Geocode: 30128501304010000  
Address: East Yards  
Map: See Attachment 1

## Current Cleanup Status

- Existing remedial cover suitable for industrial land use.
- ADLC sampled property in November 2006 with results showing arsenic was greater than 250 ppm in the 0-12 inch range and concentrations of metals at depths of up to 18 inch or deeper suggest significant buried waste exists at this site.
- This property has been identified as potentially containing buried waste that may or may not be Superfund applicable.

## Covenants, Conditions and Restrictions

Attribute	Description	East Anaconda Yards
IND_USE	Industrial use restriction	No
COM_USE	Commercial use restriction	No
RES_USE	Residential use restriction	Yes
RECREATION	Recreational use restriction	No
GRAZING	Grazing restricted	No
GEN_WELL	General well restriction	Yes
POT_WELL	Potable well restriction	Yes
PUBLIC_ACC	Public access restriction	No
MIN_MAT_PR	Mineral/Hazardous Material Ban	Yes
HAZMAT	Hazardous materials restriction	Yes
IRRIGATION	Irrigation restriction	Yes
UNLINED_PO	Unlined Pond/Container Restrictions	Yes
TI_ZONE	Technical Impracticability Zone	No
NO_REM_INT	?	Yes
OWN_PROP_M	Owner property maintenance	Yes
OWN_O_M	Owner operation and maintenance	Yes
OWN_WEEDCN	Owner weed control	No
OWN_FENCE_	Owner fencing required	Yes
FUTURE_DVL	Future development restriction	Yes
OWN_ADD_RE	Owner additional remediation required	Yes

# Anaconda-Deer Lodge County Superfund Priority Development Program Property Development Plan No. 6

OWN_BEST_M	Owner best management practices required	No
AGREEMENT	AR agreement with owner	No
EASEMENT	AR easement with owner	No
REV_INTERE	AR reversionary interest	No
WILDLIFEMG	wildlife management	No
PROP_BENEF	?	Yes
RESTRICTIO	Does the property have restrictions	Yes
BOOK	Deed Book	109
PAGE	Deed Page	15

- See also Real Property Conveyance/Transfer Agreement, 1994 (Attachment 2).

## **Development Proposal**

The Owners propose to construct a recreational and community amenity development on the property. The owner proposes to conduct development concurrent with or following cleanup activities. The owner has undertaken conceptual design plans as part of the East Anaconda Superfund ReUse Plan. The owner could begin development activities in early summer 2009.

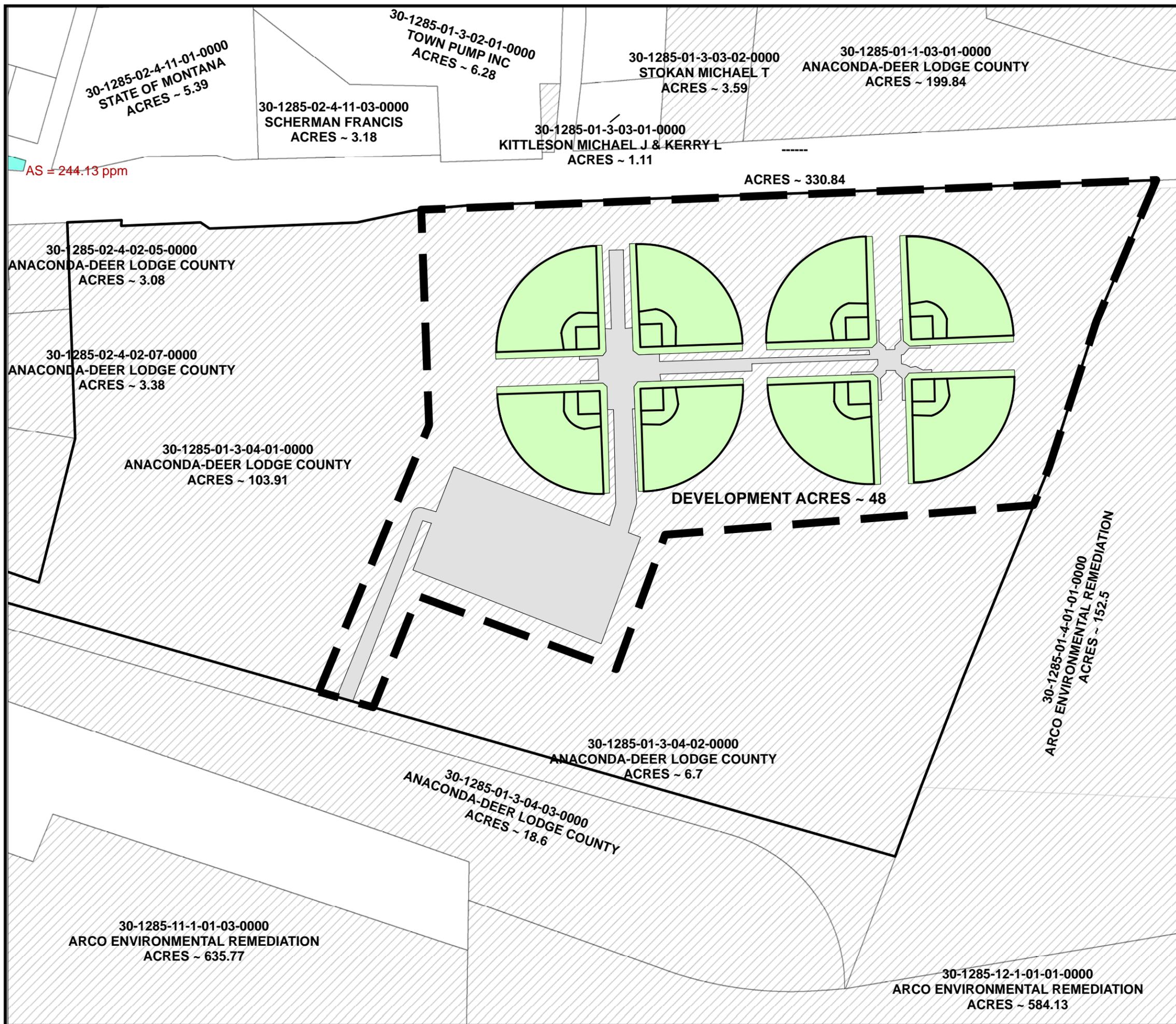
The owner has requested that the property be remedied consistent with residential land use levels. The owner has also requested that assistance be provided by EPA and ADLC to cleanup any non-Superfund waste identified on the site by seeking EPA Brownfields Program assistance and/or other assistance as may be appropriate.

## **Recommendation**

The County Planning Department has reviewed and recommends this proposal and it has been endorsed as a priority development property by the ADLC County Commission. In accordance with the county's Interim Institutional Controls Program, it is recommended that additional soils characterization be performed prior to design of a remedial and/or institutional controls work plan. The sampling should consist of additional sub-surface soils samples to a depth of 18 inches and deeper where waste might be disturbed as a result of development.

# ATTACHMENT 1:

MAP



**Legend**

- Ownership Boundary
- SUBJECT PROPERTY
- Restrictive Covenant Properties

**AS BUILTS**

**REMEDY DEPTH**

- 0
- 2
- 6
- 18

**REMEDY STATUS GE 250**

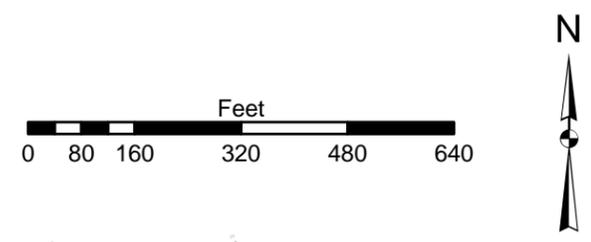
**STATUS**

- ISWP DELIVERED
- LANDOWNER RESPONSIBLE FOR RA
- PHASE 1 COMPLETE - NEED PHASE 2
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION

**REMEDY STATUS LT 250**

**STATUS**

- ISWP DELIVERED
- PHASE 1 COMPLETE - NO ACTION
- SCHEDULED 2006 REMEDIATION
- SURVEYED



**ANACONDA-DEER LODGE COUNTY**  
 Courthouse - 800 South Main  
 Anaconda, Montana 59711  
 Telephone (406) 563-4000  
 Fax (406) 563-4001

# ATTACHMENT 2:

## REAL PROPERTY CONVEYANCE/ TRANSFER AGREEMENT

---

**REAL PROPERTY CONVEYANCE/TRANSFER AGREEMENT**

**among**

**ATLANTIC RICHFIELD COMPANY  
GRANTOR,**

**ANACONDA-DEER LODGE COUNTY  
GRANTEE**

**and**

**OLD WORKS GOLF COURSE, INC.**

**Dated as of May 5, 1994**

---

**ARTICLE VII**  
**RESTRICTIVE COVENANTS AND DEVELOPMENT PERMIT SYSTEM**

**7.1 General.** In order to comply with, and ensure consistency with, the OW/EADA Remedy, ADL and all future owners of the Properties must be subject to certain limitations/prohibitions of certain activities or uses on or of the Properties. ARCO and ADL hereby agree that certain restrictions must be placed on the Properties in order to prevent any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties. Each of the restrictive covenants and obligations set forth in this Article VII is and shall be a covenant running with the land, binding on ADL and all ADL's successors in interest to the Properties, including any subsequent owners that acquire an interest in the Properties. As such, each restrictive covenant set forth herein which applies to a Property shall be specifically set forth in the Quitclaim Deed conveying that Property from ARCO to ADL, in any subsequent deed or other form of transfer or conveyance of any interest in the Property from ADL to any successors, including without limitation all subsequent owners of the Property, and in all subsequent deeds or other forms of transfer or conveyance of any interest in the Property from any of ADL'S successors to any subsequent persons or entities acquiring any interest in the Property, including without limitation all subsequent owners of the Property. Each restrictive covenant set forth herein shall be enforceable to the fullest extent permitted by Montana law. If for any reason, any of the restrictive covenants set forth herein fail to meet the technical, legal requirements of restrictive covenants under Montana law, such standards shall remain fully enforceable between the Parties hereto under the terms and conditions of this Agreement.

**7.2 Restrictive Covenants.** The following restrictive covenant is applicable to all of the Properties: ADL and its Successors in Interest and Assigns, including without limitation all subsequent owner(s) and/or developers (whether or not they are owners) of the Properties or any portion thereof ("Owner"), shall not take, authorize or allow any direct or indirect action which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the implementation, effectiveness, purposes, integrity, or O&M of the OW/EADA Remedy, or any Remedial Action required under Applicable Law or by any federal, state or local governmental entity, or any other actions that ARCO deems necessary or advisable to address Environmental Conditions on or related to the Properties .

The following restrictive covenants are applicable to each of the Properties :

- condition and repair and shall not interfere with their operation, as described more specifically in the O&M Plans.

e. East Anaconda Yards Parcel.

- (1) Water Well Ban;
- (2) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, including the O&M requirements of such remedy, as described more specifically in the O&M Plans;
- (3) Residential development shall be prohibited; ✓
- (4) Unlined Pond/Container Restrictions;
- (5) Any fencing erected by ARCO in accordance with the requirements of the OW/EADA Remedy shall be maintained by Owner in good condition and repair as described more specifically in the O&M Plans;
- (6) Owner shall maintain all caps and drainage control structures installed by ARCO or its agents on this Parcel in good condition and repair and shall not interfere with their operation, as described more specifically in the O&M Plans;
- (7) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws, and other Applicable Laws;
- (8) Mineral Development Ban;
- (9) Parcel may be used only for Commercial or Light Industrial development and those Open Space uses associated with Benny Goodman Park;

- (10) Hazardous Material Ban except for the Light Industrial areas shown on Exhibit Z; and
- (11) Irrigation of the Parcel only shall be permitted in the Light Industrial areas of the Parcel shown on the map attached hereto as Exhibit Z. Such irrigation only shall be permitted so long as the irrigation (i) is permitted by the OW/EADA Remedy, (ii) is in compliance with the O&M Plans set forth on Exhibit A, and (iii) does not exacerbate the existing Environmental Conditions on the Parcel.

f. Drag Strip Parcel.

- (1) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, including the O&M requirements of such remedy, as described more specifically in the O&M Plans;
- (2) Potable Water Well Ban;
- (3) Unlined Pond/Container Restriction;
- (4) Residential development shall be prohibited;
- (5) Owner shall be solely responsible for any additional remediation which may be necessary to accommodate Future Development. Any such remediation must be undertaken in accordance with, and in a manner consistent with, the requirements of the OW/EADA Remedy, the Development Permit System, Environmental Laws, and other Applicable Laws;
- (6) Mineral Development Ban; and
- (7) Hazardous Material Ban.

g. Mill Creek Parcel.

- (1) The Owner of any interest in the Parcel shall maintain the Parcel in accordance with, and in a manner consistent with, the