

**RESOLUTION No. 125**  
**A RESOLUTION ENTERING INTO AN AGREEMENT WITH**  
**ATLANTIC RICHFIELD COMPANY REGARDING THE VOLUNTARY**  
**CLEAN-UP OF A PORTION OF THE COLUMBIA TALINGS PILE**  
**OWNED BY THE TOWN OF RICO**

WHEREAS, Atlantic Richfield Company intends to submit a voluntary clean-up permit application to the Colorado Department of Public Health and Environment to conduct certain environmental remediation activities regarding the Columbia Tailings site pursuant to the Colorado Voluntary Cleanup and Redevelopment Act;

WHEREAS, the Board of Trustees has determined that the remediation of the Columbia Tailings site will contain potentially hazardous materials and will thereby improve the health, safety and general welfare of the Rico community; and,

WHEREAS, the Town of Rico owns a portion of the Columbia Tailings site and must sign a application for voluntary clean-up of the area owned by the Town according to the Colorado Voluntary Cleanup and Redevelopment Act;

NOW, THEREFORE, BE IT RESOLVED on this 10<sup>th</sup> day of January, 1996, by the Board of Trustees of the Town of Rico that the Board of Trustees, on behalf of the Town of Rico, hereby enters into the attached cooperative agreement with Atlantic Richfield Company.

By: \_\_\_\_\_

  
Robert Small, Mayor

Attest: \_\_\_\_\_

  
Linda Yellowman, Town Clerk

*town seal*



444 South Flower Street  
Los Angeles, California 90071  
Telephone 213 486 3640  
Fax 213 486 1740

Richard K. Chapman  
Operations Manager  
Environmental Remediation

December 15, 1995

Mr. Eric Heil  
Representative for Town of Rico  
18 North River Street  
Rico, CO 81332

**Re: Voluntary Cleanup and Redevelopment  
Columbia Tailings - Rico, Colorado**

Dear Mr. Heil:

Atlantic Richfield Company ("ARCO") is working with the Colorado Department of Public Health and Environment ("Health Department") to conduct certain environmental remediation activities in and around Rico, Colorado. These activities will be described in a Voluntary Cleanup Plan ("VCUP") submitted to the Health Department pursuant to the Colorado Voluntary Cleanup and Redevelopment Act. Included in the VCUP are certain remedial measures to be performed on property which you apparently own. A map and description of this property is attached.

The purpose of this letter agreement is to establish a cooperative arrangement with ARCO to govern the submission and implementation of the VCUP as it pertains to your land. The following provisions outline the proposed terms of this cooperative arrangement.

1. **Roles of the Parties.** ARCO will serve as your agent in developing the VCUP and working with appropriate government agencies to implement the VCUP. ARCO will provide you with an advance copy of those portions of the VCUP pertaining to your land at least 1-2 weeks prior to submitting the VCUP. At your request, ARCO will consult with you to discuss any concerns you may have with those portions of the VCUP pertaining to your land. You will then sign a basic application form to be submitted to the Health Department accompanying the VCUP.

2. **Expenses.** The VCUP shall be developed and implemented by ARCO at absolutely no expense to you.

3. **Cooperation and Information Sharing.** ARCO will make every reasonable effort to minimize any inconvenience to you in conducting work required to implement the VCUP, and will share with you pertinent information developed as the VCUP is implemented. In turn, you will cooperate with ARCO in supporting ARCO's' performance of the work required under the VCUP, including providing access as described below.

4. **Access.** You will provide ARCO with access to your property as necessary to conduct all remedial measures and other work under the VCUP. Apart from changes to the land required to implement the VCUP, ARCO will make every reasonable effort to return your property to substantially the same condition that it was in prior to this activity.

5. **No Obligations Created.** Neither ARCO nor you will be under any obligation to implement the measures included in the VCUP. At its sole discretion, ARCO may terminate or suspend activities under the VCUP at any time. ARCO will provide you two weeks written notice if it decides to terminate or suspend such activities. The notice shall include a plan generally describing how ARCO will, pursuant to Section 4 above, return the property to substantially the same condition that it was in prior to the activity apart from changes to the land required to implement the VCUP.

6. **Release of Claims.** You recognize and acknowledge that ARCO's work will confer a benefit upon you by the performance of environmental work on your land. For this consideration, you release ARCO from any claims or causes of action based upon ARCO's activities under the VCUP on your land, including any claims for contribution or cost-recovery under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and other federal and state laws.

7. **Protection from Liens.** ARCO shall not suffer or permit any mechanic's lien or any other lien relative to the its activities conducted upon your property to be filed against your property or any part thereof.

8. **Authority of (Property Owner).** You represent that you have the authority as record title owner of your property to enter into this agreement.

9. **Term of Agreement.** This arrangement shall become effective as of the date signed by you and shall continue in full force and effect until ARCO submits to the Health Department a final certification that the VCUP has been fully implemented, as described in the Colorado Voluntary Cleanup and Development Act or notifies you of its decision to terminate such activities.

If you agree to the terms as described above, please indicate by signing a copy of this letter in the space provided below and returning a copy to me in the enclosed prepaid mailing envelope. Should you wish to contact me regarding any questions you may have, please call me at (213) 486-3640 during normal business hours. I will also serve as ARCO's contact person as the project proceeds, and can be contacted at any time if questions arise.

Sincerely,

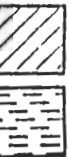


Richard K. Chapman  
Operations Manager

I agree to cooperate with ARCO for the purposes and in accordance with the provisions outlined above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

EXPLANATION

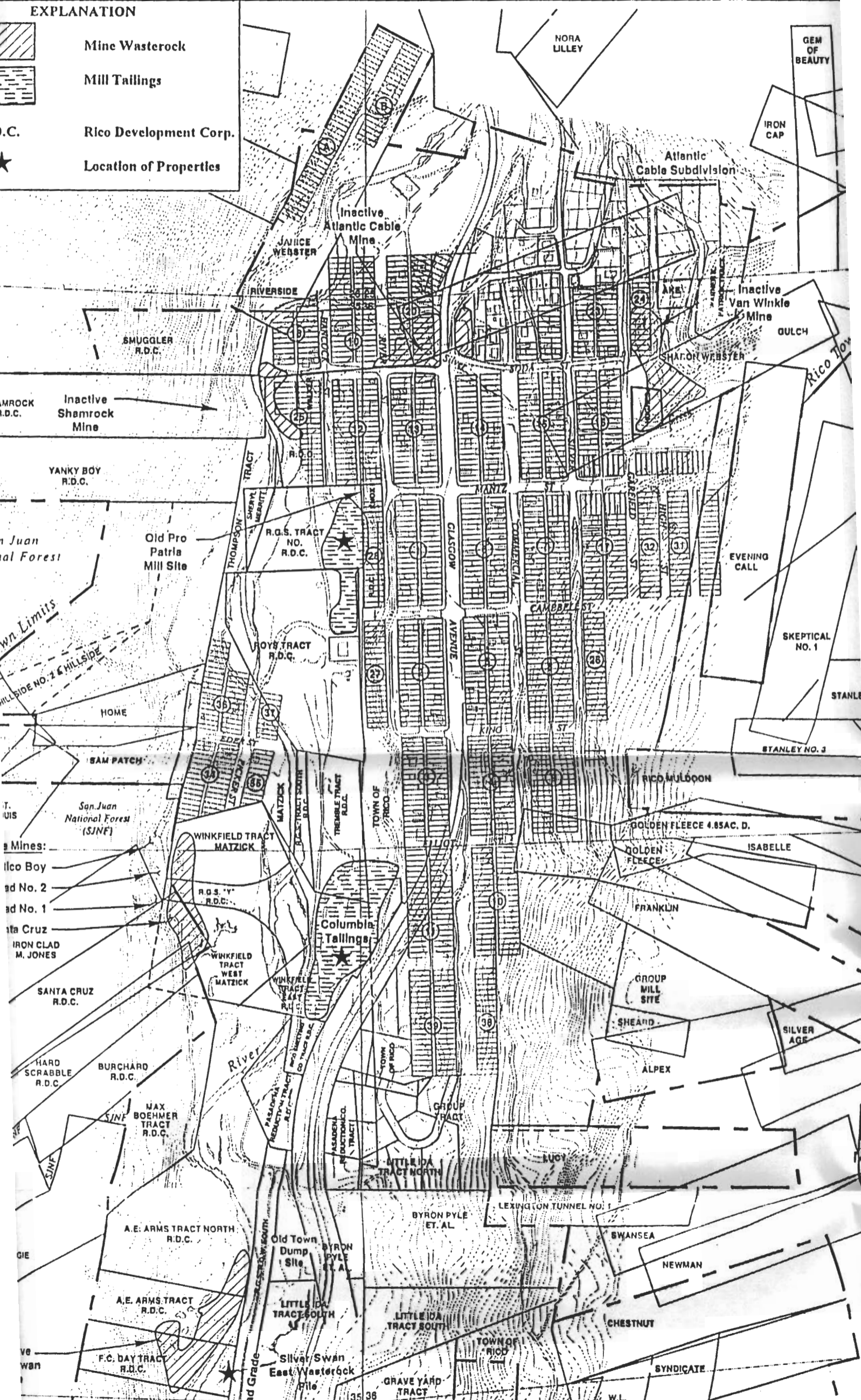


Mine Wasterock

Mill Tailings

Rico Development Corp.

Location of Properties



NORA LILLEY

GEM OF BEAUTY

IRON CAP

Atlantic Cable Subdivision

Inactive Atlantic Cable Mine

JANICE WEBSTER

RIVERSIDE

SMUGGLER R.D.C.

Inactive Van Winkle Mine

SHARON WEBSTER

GULCH

SHAMROCK R.D.C.

Inactive Shamrock Mine

YANKY BOY R.D.C.

Old Pro Patria Mill Site

R.G.S. TRACT NO. R.D.C.

San Juan National Forest

San Juan National Forest (SJNF)

THOMPSON TRACT

BOYS TRACT R.D.C.

EVENING CALL

SKEPTICAL NO. 1

STANLEY

STANLEY NO. 3

HOME

SAM PATCH

RICO MULDOON

GOLDEN FLEECE 4.85AC. D.

ISABELLE

GOLDEN FLEECE

FRANKLIN

GROUP MILL SITE

SHEARD

SILVER AGE

ALPHEX

Mines: Yank Boy, Gold No. 2, Gold No. 1, Santa Cruz, Iron Clad M. Jones

SANTA CRUZ R.D.C.

Columbia Tailings

WINKFIELD TRACT MATZICK

WINKFIELD TRACT WEST MATZICK

WINKFIELD TRACT EAST MATZICK

BURCHARD R.D.C.

MAX BOEHNER TRACT R.D.C.

BYRON PYLE ET. AL.

LEXINGTON TUNNEL NO. 1

SWANSEA

NEWMAN

CHESTNUT

SYNDICATE

A.E. ARMS TRACT NORTH R.D.C.

A.E. ARMS TRACT R.D.C.

F.C. DAY TRACT R.D.C.

Old Town Dump Site

LITTLE IDA TRACT SOUTH

Silver Swan East Wasterock Pile

GRAVE YARD TRACT

TOWN OF RICO