Memorandum of Agreement Between Atlantic Richfield Company and the NRD Trustees for Anaconda Mine Site, Lyon County, Nevada

Whereas, the "Trustee Council" comprises the following Trustees: the Bureau of Land Management ("BLM"), the Bureau of Indian Affairs, United States Fish and Wildlife Service, the Yerington Paiute Tribe ("YPT"), the Walker River Paiute Tribe ("WRPT"), and the State of Nevada, Division of Environmental Protection ("NDEP").

Whereas, the Trustee Council as a whole and the individual Trustees each contend that they have potential claims under the Comprehensive Environmental Response, Compensation, and Liability Act,42 U.S.C. §§ 9601 *et seq*. ("CERCLA"), against Atlantic Richfield Company ("ARC") for natural resource damages and injuries ("Claims") resulting from releases of hazardous substances at and from the Anaconda Copper Mine Site in Lyon County, Nevada ("Site").

Whereas, ARC denies the validity of any such Claims.

Whereas, the United States Environmental Protection Agency ("EPA") and ARC have entered Administrative Orders under CERCLA requiring initial response actions and a Remedial Investigation and Feasibility Study at the Site.

Whereas, EPA proposed to list the Site on the NPL, but EPA and NDEP are now considering deferring the CERCLA NPL listing of the Site.

Whereas, EPA, BLM, and NDEP have selected a remedial action for the Arimetco Operable Unit at the Site in accordance with CERCLA.

Whereas, for purposes of this Agreement only, the "Parties" are ARC and each individual Trustee.

Now, therefore, the Parties agree as follows:

1. The Site is deemed to be and shall remain, while a remedial action selected by EPA, BLM, and/or NDEP is underway, a "facility at which a remedial action under this chapter is otherwise scheduled," for purposes of 42 U.S.C. § 9613(g)(l), regardless of the status of NPL listing, and including if NDEP assumes the role of lead response agency under a deferral agreement with EPA. The limitations period within which any Trustee must commence an action against ARC for "damages," as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6), shall be three (3) years after completion of the remedial action.

2. In any such action brought within such limitations period, ARC shall not assert, plead, or raise against the Trustees in any fashion, whether by answer, motion, or otherwise, any argument or defense, including but not limited to laches, estoppel, or waiver, based on the expiration of the CERCLA limitations period or the passage of time due to

EPA' s deferral of the NPL listing.

3. This Agreement does not limit in any way the nature or scope of any claims that could be brought by the Trustees against ARC, nor any defenses that ARC may raise, except as expressly set forth herein.

4. This Agreement is not intended to affect any claims by or against third parties.

5. ARC and the Trustees shall each preserve and maintain at least one legible copy of all documents and other materials that are subject to discovery under the Federal rules of civil procedure and relate to the Trustees' Claims until the expiration of the CERCLA limitations period as agreed to in Paragraph 1, the termination of this Agreement, or the commencement of any litigation related to the Claims, whichever is later in time.

6. This Agreement may not be modified except in a writing signed by all the Parties.

7. This Agreement is effective upon execution by ARC, and without the requirement of filing with any Court, and may be signed in counterparts.

8. This Agreement contains the entire agreement between the Parties relating to the limitations period for the Trustees' Claims, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.

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9. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon Parties and any successors.

SIGNATURES

Atlantic Richfield Company

By _____

Its _____

Date _____

The United States, on behalf of the Bureaus and Services above stated, consents to the terms and conditions of the above agreement by its duly authorized representatives:

_____
Henry Friedman
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

The Nevada Division of Environmental Protection, on behalf of the State of Nevada, Department of Conservation and Natural Resources, consents to the terms and conditions of the above agreement by its duly authorized representative

By _____

Its _____

Date _____

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Approved as to form and content
OFFICE OF THE ATTORNEY GENERAL
ADAM PAUL LAXALT
Attorney General

By _____

Its _____

Date _____

Walker River Paiute Tribe

By _____

Its _____

Date _____

Yerington Paiute Tribe

By _____

Its _____

Date _____