

IDD 9518
FF176
12.22.99

FMC Corporation

Phosphorus Chemicals Division
PO Box 4111
Pocatello, Idaho 83205
(208) 236-8200



FILE COPY

December 22, 1999

Mr. Charles C. Clarke
Regional Administrator
U.S. Environmental Protection Agency, Region 10
1200 Sixth Avenue
Seattle, WA 98101

Subject: Certification of Closure of Pond 8S (Waste Management Unit #7)
FMC Corporation, Pocatello, Idaho
EPA I.D. No. IDD.07092 9518

Dear Mr. Clarke:

FMC Corporation completed closure of Pond 8S (Waste Management Unit #7) at the Pocatello facility on October 29, 1999. Pursuant to the EPA-approved RCRA closure plan for Pond 8S, enclosed please find the certification that the closure was completed in accordance with the closure plan. Documentation supporting the certification, the Closure Report (for) Pond 8S Final Cap dated December 1999, is enclosed.

Pursuant to the post-closure plan, FMC has recorded the required notice to the deed(s) that the land use is restricted and has recorded a survey plat (as required under 40 CFR 265.116) depicting the closure area at Pond 8S. Enclosed please find a copy of the recorded "Notice and Covenants Restricting Use of Property" and survey plat for Pond 8S. In addition, FMC filed the deed notice and survey plat with local authorities, specifically the State Emergency Response Committee (SERC) and the District V Local Emergency Planning Committee (LEPC). A copy of the letter that transmitted these documents to the SERC and LEPC is enclosed.

FMC has initiated required post-closure monitoring and maintenance at Pond 8S per the post closure plan component of the approved Pond 8S closure plan.

Finally, FMC anticipates that a separate request will be forwarded to EPA Region 10 requesting a reduction in the RCRA financial assurance for the facility in recognition of completion of the closure of Pond 8S. Please feel free to contact me at (208) 236-8658 should you have questions regarding this information.

Very truly yours,

Rob J. Hartman
FMC Corporation



Enclosures

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FILED

cc: Andrew Boyd, EPA w/o enclosures
Linda Meyer, EPA w/ enclosures
Wallace Reid, EPA w/o enclosures
Susan Hanson, Shoshone-Bannock Tribes w/o enclosures

Closure Certification

Pond 8S (WMU #7)

FMC Corporation, Pocatello, Idaho

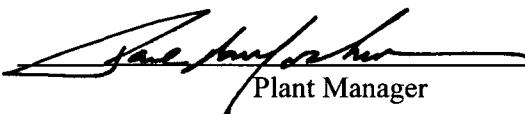
EPA I.D. No. IDD 07092 9518

Within 60 days of completion of closure of Pond 8S, FMC is submitting to the Regional Administrator, by registered mail, a certification that the waste management unit has been closed in accordance with the specifications of the Closure Plan. The certification is signed by the facility owner or operator and by an independent Professional Engineer registered in the State of Idaho. Documentation supporting the Engineer's certification is provided in the Closure Report (for) Pond 8S Final Cap dated December 1999, and has been submitted to the Regional Administrator.

Certification of closure activities for Pond 8S:

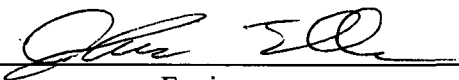
I certify, under penalty of law, that Pond 8S was closed on October 29, 1999 in accordance with the specifications of the EPA-approved Closure Plan. The Closure Plan was approved by the Environmental Protection Agency, Region 10 on August 5, 1998.

Name: Paul R. Yochum

Signed: 
Plant Manager

Date: 12/21/99

Name: JOHN ELLE

Signed: 
Engineer

Registration #: IDAHO 4440

Date: 12/21/99

Reference: Instrument No. 66252, recorded in Book 96 of Deeds at page 473 and Instrument No. 66253, recorded in Book 96 of Deeds at page 474

NOTICE AND COVENANTS RESTRICTING USE OF PROPERTY

FMC Corporation ("Covenantor"), being the owner of the real property located in Power County, Idaho described in the above-referenced Instrument Numbers, hereby adopts the covenants, conditions and restrictions set forth herein which shall apply to and run with the property.

1. Notice. The property includes an area that has been used to manage hazardous waste regulated under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq. This area consists of a former surface impoundment known as Pond 8S where elemental phosphorus processing wastes have been covered by a low permeability cap. The limits of the RCRA cap area are shown on the attached plat. The area within this perimeter, referred to herein as the "Property," is subject to land use restrictions under Subpart G of Title 40 of the Code of Federal Regulations. The Property encompasses the limits of the final cap and an area at least 20 feet outside the anchor trench as shown on the Survey Plat, Instrument Number 174026, recorded in Book 2 of Deeds at Page 242.

2. Type, location and quantity of the hazardous wastes. The hazardous wastes disposed of at the Property consist of elemental phosphorus mineral processing wastes that exhibit hazardous characteristics. These wastes are located beneath the limits of the as-built RCRA cap as shown on the Survey Plat, Instrument Number 174026, recorded in Book 2 of Deeds at Page 242. The total quantity of hazardous waste located at the Property is approximately 36.4 acre-feet.

3. Covenants Restricting Use. Property use and development inconsistent with the restrictions established under Subpart G of Title 40 of the Code of Federal Regulations shall be prohibited. No activity or development shall take place with respect to the Property that would jeopardize the integrity of the installed cap or interfere with ongoing cap maintenance and monitoring. Any subsurface intrusion at the Property is prohibited.

4. Covenants to Run With the Land in Perpetuity. The restrictions contained in this Covenant shall run with the land in perpetuity, and shall bind all persons obtaining or succeeding to an interest in the Property after the date hereof.

5. Application. All real estate, lots, parcels or portions thereof located within or on the Property, and any conveyance or transfer covering or describing any part thereof, shall be subject to the notice, covenants, conditions and restrictions contained herein. By acceptance of such conveyance or transfer, each transferee or grantee and each of his heirs, successors,

1485

INSTRUMENT #	
TIME	7:49 pm
REQ. OF	<i>[Signature]</i>
DEC 17 1999	
POWER COUNTY, IDAHO	
BY	<i>[Signature]</i>

D-1500

RECEIVED

transferees or assigns agree with Covenantor and each other to be bound by the covenants, conditions and restriction contained herein.

6. Partial Resale, Lease or Sublease. The sale, subdivision, leasing and subleasing of a portion of the Property shall be prohibited unless each such portion resulting from such sale, subdivision, leasing or subleasing will meet all of the requirements contained herein and contained in any applicable, valid governmental ordinances and regulations.

7. Enforcement. Covenantor and any person, corporation or other entity who hereafter asserts or claims any right, title, claim or interest in and to the Property, whether as successor in title or otherwise and whether voluntarily or by operation of law ("Grantee"), and any person, corporation or other entity claiming by, through or under Covenantor or Grantee, or their heirs, assigns or successors, or any of them severally, shall have the right to enforce the restrictions contained in this Covenant and to proceed at law or in equity to compel compliance with or prevent the violation or breach of the terms hereof. The prevailing party in any action to enforce any provision of this Covenant shall be entitled to recover all costs of such action, including reasonable attorney fees.

8. Miscellaneous. The determination that any provision of this Covenant is invalid shall not affect any other provision of this Covenant and the other provisions of this Covenant shall remain in full force and effect. No waiver of the breach of any provision of this Covenant shall constitute a waiver of a subsequent breach of the same provision or of any other provision. This instrument does not limit or otherwise affect prior land use restrictions that have been placed on the Property. No right of action shall accrue for or on account of the failure of any person to exercise any right created by this Covenant nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Dated this 17th day of December, 1999.

FMC CORPORATION

By: 

Its: Plant Managers

STATE OF IDAHO

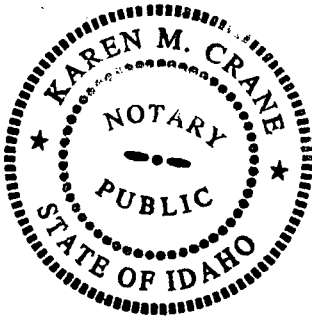
)
) ss.
)

COUNTY OF POWER

I certify that I know or have satisfactory evidence that Paul Gochar, is the person who appeared before me, that said person acknowledged that (s)he signed this instrument, and that said person on oath stated that (s)he was authorized to execute the instrument as the Plant Manager of FMC Corp., and that the instrument was the free and voluntary act of said corporation.

Given under my hand and official seal this 17th day of December, 1999.

Karen M. Crane



NOTARY PUBLIC in and for the State of Idaho,
residing at 801 Jesse Pl.
My appointment expires 2005

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Instrument No. 66252

WARRANTY DEED

THIS INDENTURE, made this 30th day of December, in the year of our Lord, One and Nine Hundred and Forty Seven, between ROY LINDLEY and BERTHA LINDLEY, his wife Pocatello, County of Bannock, State of Idaho, the parties of the first part, and CHLORINE PRODUCTS CORPORATION, a corporation of New York, County of New York, State of New York the party of the second part:

WITNESSETH: That the said parties of the first part for and in consideration of sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Confirm unto said party of the second part, and to its successors and assigns All that certain lot, piece or parcel of land situate, lying and being in the County of Power, State of Idaho, bounded and more particularly described as follows, to-wit:

All of the Northwest Quarter (NW¹/₄) of Section 13, ^{Advised} Township 6 South, Range 33 E.B.M., lying South of the Oregon Short Line Railroad right-of-way, now the Union Pacific Railroad Company, as shown by the map on file in the Office of the County Surveyor or County Recorder of either Power or Bannock County. SUBJECT, HOWEVER, to easements in favor of Mountain States Telephone and Telegraph Company and American Telephone and Telegraph Company of Wyoming.

Immediate possession, and exclusive possession, to be given forthwith.

U.S.I.R. Stamps in the amount of \$23.65 affixed and cancelled.

Together with all and singular, the tenements, hereditaments and appurtenances unto belonging or in anywise appertaining, and the rents, issues and profits there

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second and to its successors and assigns forever and the said parties of the first part and their heirs and assigns warrant the said premises in the quiet, exclusive and immediate and peaceable possession of the said party of the second part, its successors and assigns against the said parties of the first part and against anyone claiming through him or against all and any persons whomsoever, lawfully claiming to own or entitled to the possession thereof or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

O. R. BAUM

ROY LINDLEY
BERTHA LINDLEY

STATE OF IDAHO)

(SS

COUNTY OF BANNOCK)

On this 30th day of December, in the year 1947, before me, the undersigned, a Public in and for said County and State, personally appeared ROY LINDLEY and BERTHA LINDLEY, his wife, known to me to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed the same.

for

HAZEL STUART, Recorder

By Helen Elsenpeter, Deputy

Instrument No. 66253
CORPORATION WARRANTY DEED

THIS INDENTURE, made this 29 day of December, in the year of our Lord one thousand nine hundred and Forty Seven, between EVANS INVESTMENT COMPANY, a corporation, a corporation duly organized and existing under the laws of the State of Idaho and having its principal office in Idaho at American Falls, in the County of Power party of the first part, and WESTVACO CHLORINE PRODUCTS CORPORATION a foreign corporation entitled to do business in the State of Idaho, party of the second part.

WITNESSETH, that the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION DOLLARS lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate situated in the County of Power, State of Idaho, to-wit:

Indexed

Northeast Quarter of Section 13, and all of that part and all of that portion of the South One half of the Southeast Quarter of Section 12 and, likewise, that portion of the Southeast Quarter of the Southwest Quarter of Section 12, all in Township 6 South, Range 33 E.B.M., lying South of the Oregon Short Line Railroad right of way as it now exists and as shown by the map, now known as the Union Pacific Railroad Company right of way, SUBJECT, HOWEVER, to any easements for power, electric light and telephone lines as they now exist and to the extent that the same are valid.

Indexed

U.S.I.R. Stamps in the amount of \$22.00 affixed and cancelled.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances unto belonging or in any wise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part, and its successors, shall and will warrant and defend the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

Signed, Sealed and Delivered in the Presence of

EVANS INVESTMENT COMPANY, a corporation

(SEAL) O. R. BRUM

By J. PAUL EVANS
Its President

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10

1200 SIXTH AVENUE

SEATTLE, WA 98101

TARGET SHEET

The following document was not imaged.

This is due to the Original being:

- Oversized
 CD Rom
 Computer Disk
 Video Tape
 Other:

**A copy of the document may be requested from the Superfund Records Center.

Document Information

Document ID #: 1360899

File #: _____

Site Name: EMRRR

Record of survey plat A Parcel of land located in the SW ¼ NW ¼, SECTION 13, T 6 S, R 33
E, B.M., Power County

FMC Corporation

Phosphorus Chemicals Division
PO Box 4111
Pocatello, Idaho 83205
(208) 236-8200



December 21, 1999

District V LEPC
Military Division, Bureau of Hazardous Materials
William H. (Bill) Bishop
Attn: District V LEPC
P.O. 83720
4040 Guard Street
Boise, ID 83720-3401

Subject: Notice and Survey Plat for Closed RCRA Hazardous Waste Management Unit #7 (Pond 8S) at the FMC Corporation Facility, Pocatello, Idaho

Dear Mr. Bishop:

FMC Corporation completed closure of RCRA hazardous waste unit #7 (Pond 8S) at the Pocatello facility on October 29, 1999. A map showing the location of Pond 8S at the FMC facility is enclosed. Pursuant to Subpart G of Title 40 of the Code of Federal Regulations and as specified in the EPA-approved RCRA closure plan for Pond 8S, FMC is required to file a survey plat (as required under 40 CFR 265.116) with local emergency planning authorities. Therefore, FMC is submitting the enclosed information to your office (the State Emergency Response Committee) and understands you will provide the information to the appropriate Local Emergency Planning Committee. The enclosed survey plat and deed notice for Pond 8S describe the location, nature and volume of waste closed within the cap and that the land use is restricted. FMC has initiated required post-closure monitoring and maintenance at Pond 8S and does not anticipate any potential emergency issues related to this closed unit.

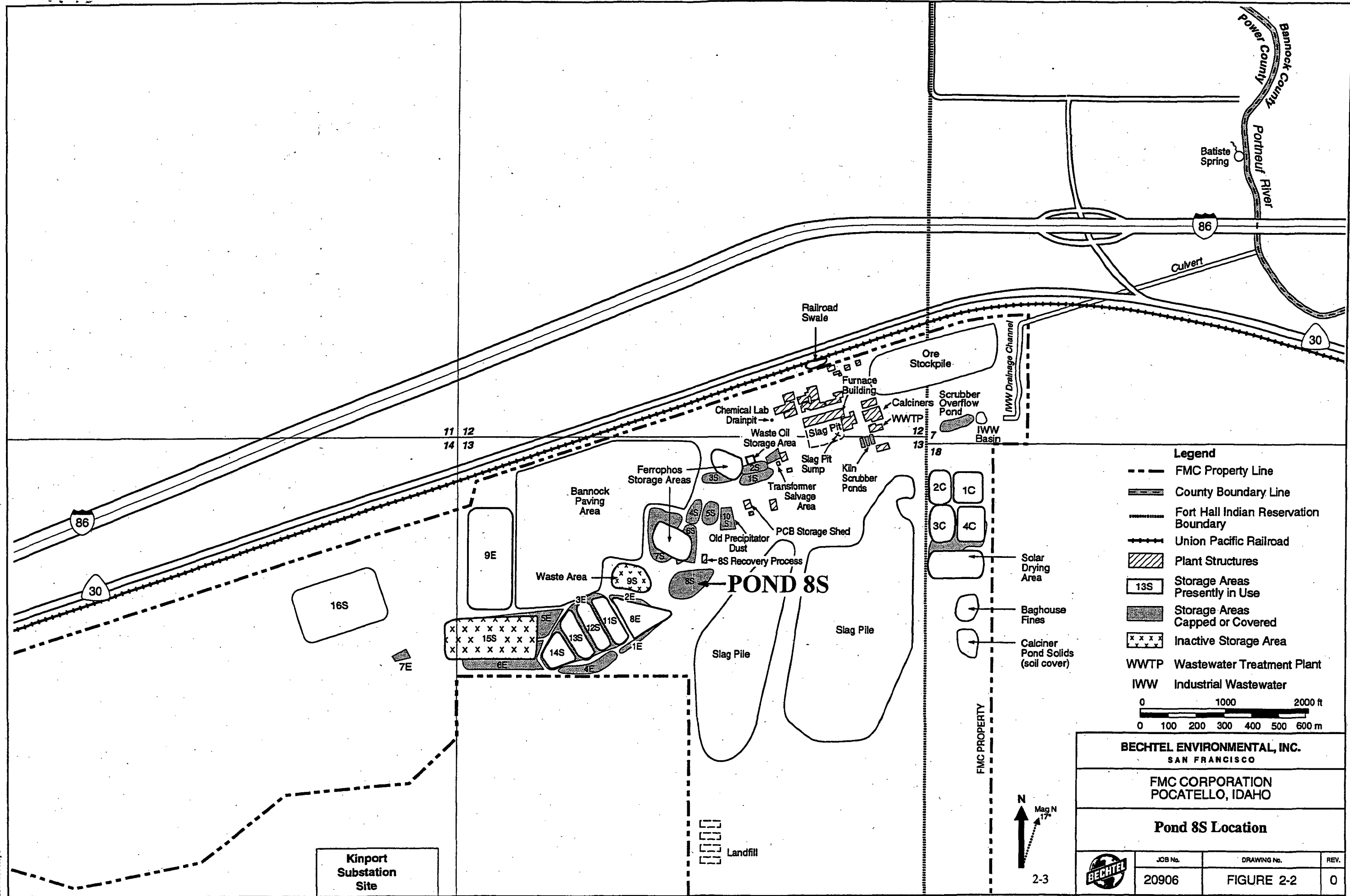
Please feel free to contact me at (208) 236-8658 should you have questions regarding this information.

Very truly yours,

A handwritten signature in black ink that reads "Rob J. Hartman". The signature is written in a cursive style with a long horizontal line extending to the right.

Rob J. Hartman
FMC Corporation

Enclosures



Legend

- FMC Property Line
- County Boundary Line
- Fort Hall Indian Reservation Boundary
- Union Pacific Railroad
- ▨ Plant Structures
- 13S Storage Areas Presently in Use
- ▨ Storage Areas Capped or Covered
- XXXX Inactive Storage Area
- WWTP Wastewater Treatment Plant
- IWW Industrial Wastewater

0 1000 2000 ft
0 100 200 300 400 500 600 m

BECHTEL ENVIRONMENTAL, INC.
SAN FRANCISCO

FMC CORPORATION
POCATELLO, IDAHO

Pond 8S Location

JOB No.	DRAWING No.	REV.
20906	FIGURE 2-2	0

Pond 8S Closure Plan

2951d006.dwg