

U.S. DEPARTMENT OF ENERGY
LICENSE

PROJECT: PADUCAH GASEOUS DIFFUSION PLANT, KY
PURPOSE: GROUNDWATER MONITORING WELLS, SAMPLING, FURNISHING
MUNICIPAL WATER TO GRANTOR

THIS LICENSE, between Kentucky Department of Fish and Wildlife Resources Agency, known as the "Grantor" and the U.S. Department of Energy, known as the "Grantee," is subject to the following terms and conditions.

1. Rights Granted – The Grantor grants to the Grantee, its agents, contractors, subcontractors, employees, or representatives, while acting in their official capacity, permission to use the premises or facilities, together with ingress and egress, to provide for the Grantee to arrange the installation of necessary water facilities in order to supply the Grantor with municipal water through the West McCracken County Water District, known as the "District," to require abandonment of present and future use by the Grantor of existing Grantor-owned water well(s); to provide for operation, maintenance, and sampling of twenty (20) existing groundwater monitoring well (ID Numbers MW233, 380, 381, 236, 237, 238, 239, 240, 241, 442, 443, 444, 448, 450, 451, 452, 453, 454, 489, and 490), and sampling, operating, and maintaining two (2) extraction wells (ID Numbers 228 and 229) with appurtenant underground water pipelines, overhead electrical connections, and existing roadways comprised of gravel, and miscellaneous sampling of soil, surface water, sediment, plants and small animals (rodents and reptiles) for the purpose of analysis. The property is shown on Exhibit "A" attached to this instrument and more specifically is identified in whole or in part as Parcel No. identified as West Kentucky Wildlife Management Area (WKWMA) in the records of McCracken County, Kentucky.

2. Reserved.

3. CONSIDERATION – Upon execution of this License by the Grantee, the Grantee shall initiate action to pay to the Grantor the sum of Six Thousand Four Hundred and No/100 Dollars (\$6,400) annually for a total of Thirty-Two Thousand and No/100 Dollars (\$32,000) as full and complete payment for the monitoring well rights granted within this License. Upon any future institutional controls, such as deed restrictions, the money paid under this license will be adjusted if such institutional controls are needed before the expiration of this license.

4. Term/Termination Rights – This License is valid upon execution by the Grantee and will be effective for a period of five (5) years beginning September 1, 2014, through August 31, 2019, unless terminated by either of the parties with a thirty (30) day prior written notice given to the other. The Grantor may not terminate this License without the Grantee's approval. Grantee shall have the right to terminate this License at its convenience at any time during the License term upon thirty (30) day prior written notice to the Grantor.

5. Authority to License – The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this License and grant the rights set out in this License.

6. Grantor Responsibility – Effective with the initiation of municipal water services to the Grantor, which the Grantee has arranged to be provided through the District, the Grantor shall abandon, cease, and terminate all usage of well water currently being utilized or which could be utilized in the future at the premises. Once the Grantor-owned wells are secured by the Grantee, they shall not be reopened or otherwise utilized nor shall any new wells be constructed by the Grantor on the premises without the prior written consent of the Grantee or its successors. Grantor shall be responsible for any injuries or damages that may result from the usage of the premises well water for any purpose after the effective date of this license. The Grantor makes no representation as to the suitability of fitness of the premises for the intended purpose. Grantor agrees that Grantee's provision of municipal water in accordance with this license constitutes full compensation for Grantor's agreement to cease usage of well water and forgo new well construction on the premises. It is further agreed that Grantor, at Grantor's expense, shall routinely maintain and promptly repair water lines on the property, including any leaks or water line breaks. Grantor shall not convey title, grant an easement, or convey any other interest in the property without provisions for the continued operation of and access to monitoring well(s) installed pursuant to this License. Grantor shall notify Grantee by certified mail, at least thirty (30) days prior to any conveyance of the property owner's interest in the property and of the provisions made for the continued operation of and access to said monitoring well(s) under the terms and conditions of this license without further compensation.

7. Grantee Responsibility – Grantee shall be solely responsible for the operation and maintenance of the groundwater monitoring well(s) throughout the term of the License. The Grantee, its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity, will be responsible for property damage or injury to persons caused by the sole and direct negligence of the Grantee, its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity, in performing on the Grantor's premises the activities and restoration which is the subject of this License. All existing water well(s) shall be secured by the Grantee to preclude their use as potable, sanitary, irrigation, livestock watering sources, or for any other water need. Grantee shall conduct periodic inspections of the secured Grantor-owned water well(s) to assure that they have not been reopened for use. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor. Upon termination of the License, the Grantee shall seal, close, and abandon the monitoring well(s) in place following established industry standards, environmental regulations and guidance in effect at the time of the closure.

8. Access – During the term of this License, the Grantee, its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity, shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1. Grantee shall attempt to notify the Grantor at least twenty-four (24) hours in

advance of the times at which samples will be taken and afford the Grantor an opportunity to observe the sampling.

9. Provision of Municipal Water – As stated within this License, the Grantee shall arrange to provide the premises owned by the Grantor with municipal water through the District. The provision of water and services shall be subject to existing policies and regulations of the District and of the Grantee.

10. Limitations –

a. Grantor understands and agrees that it is not entitled to any new or additional municipal water connections/hookups for the property. Grantee has no obligation to provide Grantor with connections/hookups or to pay for water that may be needed as a result of any subdividing of the property or the addition of any other residences or structures on the property, including manufactured or mobile homes or any new tenants or renters. Although Grantor may request such additional connections, hookups, or water bill payments, Grantee's determinations whether to pay for such items shall be at Grantee's sole discretion.

b. Grantee's obligation to provide Grantor with municipal water and/or to pay for the water used by Grantor under this license is limited to reasonable, single family, residential usage for Grantor's residence, based on historic residential use of the property. The determination of what constitutes reasonable water usage will be at the sole discretion of the Grantee. It is understood and agreed by Grantor that Grantee has no obligation to pay for commercial or industrial use of municipal water on the property.

11. Well Sampling Program – During the term of this License, the Grantee may from time to time sample and analyze water from the existing water well(s) and any newly installed groundwater monitoring well(s) on the premises in order to determine the levels, if any, of contaminants and other constituents of interest to the Grantee. Grantee shall properly dispose of purge water from its sampling activities.

12. Other Sampling Activities – Some of the activities involving the sampling of soils, sediments, surface water, plants, and small animals on the site, as set out in Condition 1, involve unpredictable weather events that influence sampling times (such as storm water sampling). Prior notice of the Grantor will be attempted at the request of the Grantor, but cannot be assured. Storm sampling requires access within two (2) hours of the beginning of a storm.

13. Copies of Data – The Grantee shall provide the Grantor with copies of all analytical data derived from the Grantee's sampling activities under this License promptly after the Grantee's receipt of such data from the analytical laboratory, but, in any event, prior to the Grantee's furnishing such information to a third party. Grantee shall also provide the Grantor a copy of any report based on such data prior to the Grantee's furnishing the report to a third party. "Third party" shall mean any entity other than the Grantee, its agents, contractors, subcontractors, employees, or representatives, while acting in their official capacity.

14. Title to Equipment, Fixtures, etc. – With the exception of the water lines and fixtures installed for use by the District in connection with supplying municipal water to the Grantor's

premises, title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with Grantee's activities under this License shall remain with the Grantee.

15. Restoration – Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interest of the Grantee.

16. Successors in Interest – This License and the parties' commitments within shall be binding on both parties, their successors, assignees, and subsequent landowners through operation of a will or intestate succession. Upon transfer of property title, the Grantor shall be required to notify the Grantee of said transfer, as set forth in Condition 6.

17. Funding – Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress that the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

18. Notices – All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effective upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Realty Officer
U.S. Department of Energy
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202

If to the Grantor:

Kentucky Dept. of Fish and Wildlife
Resources Agency
#1 Sportsman's Lane
Franfort, KY 40601

19. Entire Agreement – This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

20. Amendment – This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

21. Prior Agreements – By execution of this License, any prior or present License Agreements held between the Grantor and the Grantee are hereby terminated and no longer will be in effect.

REAL ESTATE LICENSE NO.
REEMCBCDOE-7-15- 0103

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Kentucky Dept. of Fish and Wildlife

GRANTEE: U.S. Department of Energy

By: 

By: 

By: _____

Title: Commissioner

Title: DOE Realty Officer

Date: 5/28/15

Date: 3 AUG 2015

Commonwealth of Kentucky

County of Franklin

Gregory K. Johnson, personally appeared before me, a notary public, this 12th day of May, 2015, and after having verified his identity and sworn him upon his oath, he acknowledged to me that he executed the within License Agreement of his own free, willing and voluntary act.

NOTARY PUBLIC

Nancy J. McIver
Signature

Nancy J. McIver
(print or type name)

My commission expires: 7/1, 2017.

THIS LICENSE AGREEMENT WAS PREPARED BY:

Bud Sokolovich
Realty Officer CRS
U. S. Department of Energy
Environmental Management Consolidated Business Center
250 E. 5th Street
Suite 500
Cincinnati, OH 45202

State of Ohio

County of Hamilton

Matthew Reardon, personally appeared before me, a notary public, this 3 day of August, 2015, and after having verified his identity and sworn him upon his oath, he acknowledged to me that he executed the within License Agreement of his own free, willing and voluntary act.



Lisa Mitchell-Flinn
Notary Public, State of Ohio
My Commission Expires 05-18-2020

NOTARY PUBLIC

[Signature]
Signature

Lisa Mitchell - Flinn
(print or type name)

My commission expires: 5-18, 2020.

THIS LICENSE AGREEMENT WAS PREPARED BY:

Bud Sokolovich
Realty Officer CRS
U. S. Department of Energy
Environmental Management Consolidated Business Center
250 E. 5th Street
Suite 500
Cincinnati, OH 45202

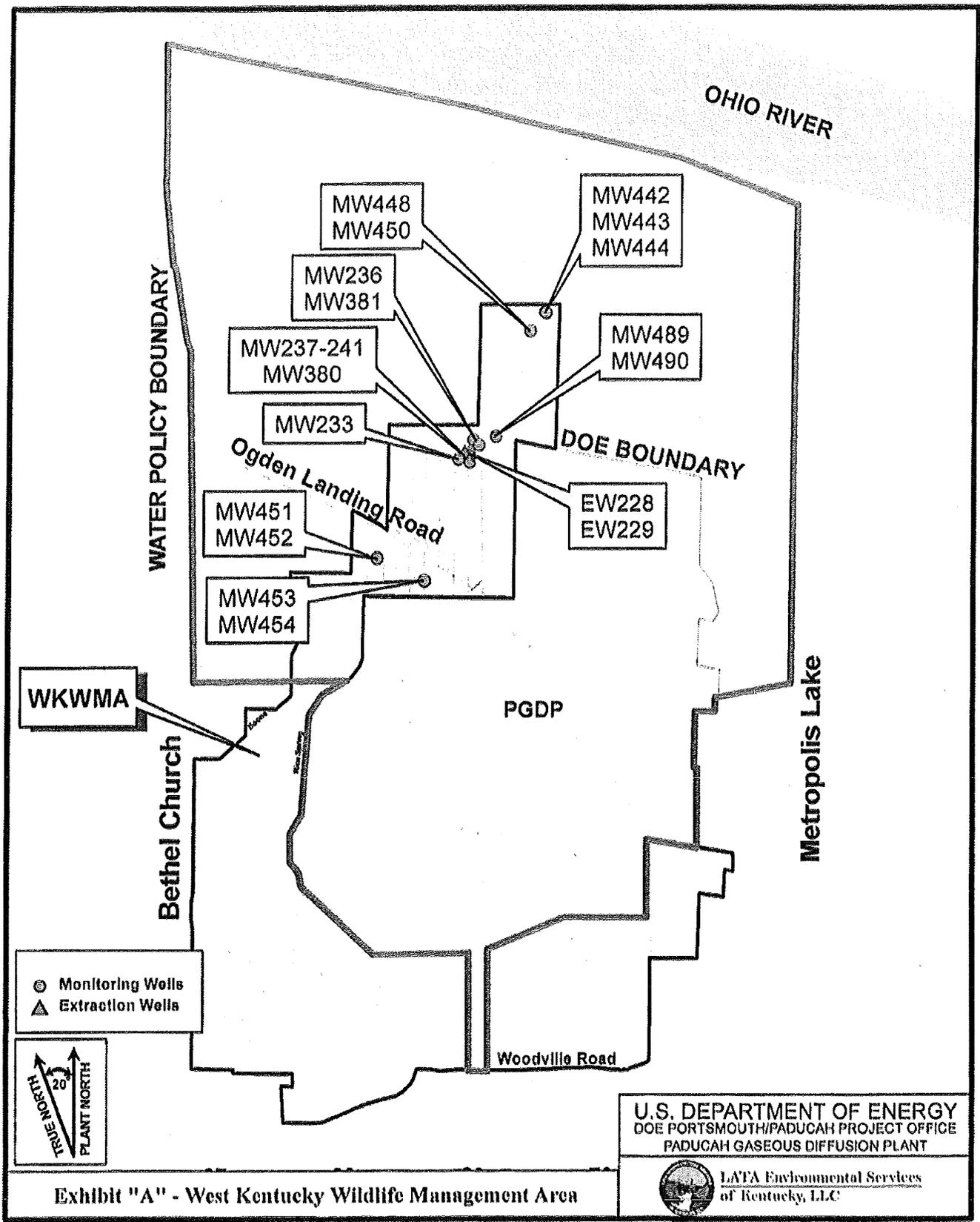


Exhibit "A" - West Kentucky Wildlife Management Area

