



Tennessee Valley Authority, Shawnee Fossil Plant, 7900 Metropolis Lake Road, West Paducah, KY 42086

January 4, 2011

Bud Sokolovich  
EMCBC Realty Officer  
U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202

Dear Sir:

In accordance with a request from the Department of Energy, Paducah Gaseous Diffusion Plant (DOE), the Tennessee Valley Authority (GRANTOR) hereby grants permission to DOE (GRANTEE), its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity to install, operate, maintain, and monitor up to twenty six (26) groundwater monitoring wells to collect environmental data from thermoluminescent dosimeters (hereinafter "TLDs"), and to sample surface water, soil and sediment, on the TVA Shawnee Fossil Plant site (hereinafter the "Shawnee site") at the locations shown on Exhibit A, which is attached hereto and made a part of this Permit, together with reasonable ingress and egress to and from the monitoring well and sampling locations. GRANTEE shall have permission to bring necessary equipment on the Shawnee Site in connection with the performance of GRANTEE activities described herein.

Permission also is granted to GRANTEE, its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity to reasonable ingress and egress of the Shawnee site to collect samples from areas which are located adjacent to the Shawnee site but outside of its boundary and cannot be accessed except through the Shawnee site.

Permission also is granted to GRANTEE, its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity to install and maintain environmental indicator signs on the Shawnee site at the locations shown on Exhibit B, which is attached hereto and made a part of this Permit, together with reasonable ingress and egress to and from the environmental indicator sign locations.

The land subject to this Permit is more specifically indentified, in whole or in part:

- A. as the lands of the United States of America (TVA) filed in Miscellaneous Deed Book 353, page 476 (TVA Tract No. KSPP-60); Miscellaneous Deed Book 341, page 401 (TVA Tract Nos. KSPP-64 and KSPP-67); Deed Book 343, page 349 (TVA Tract No. KSPP-66); and Deed Book 332, page 439 (TVA Tract No. KSPRR-15); all recorded in the office of the County Court Clerk of McCracken County, Kentucky; and
- B. as the lands of the United States of America (Atomic Energy Commission) filed in Deed Book 301, page 22; Deed Book 297, page 501; Deed Book 297, page 505; Deed Book 301, page 26; Deed Bok 297, page 535; Deed Book 297, page 493; Deed Book 297, page 495; Deed Book 297, page 503; and Deed Book 300, page 202; all recorded in the office of the County Court Clerk of McCracken County, Kentucky, and as identified as Tract Nos. B-100, B-101, B-102, B-104, B-105, B-108, B-109, B-112, B-113, in the Letter of Transfer by M. W. Boyer, General Manager, Atomic Energy Commission to Mr. Gordon Clapp, Chairman of the Board of Directors, Tennessee Valley Authority, dated December 19, 1952, a copy of which may be found in the TVA land records (TVA Tract No. KSPP-55).

The purposes of the activities authorized by this Permit are to monitor potential contamination and the effects of potential contamination and warn the public of potential contamination from the Paducah Gaseous Diffusion Plant, which is hydraulically upgradient of the Shawnee site.

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This Permit is granted to GRANTEE subject to the following conditions:

1. This Permit is valid upon GRANTOR's receipt from GRANTEE of signed original copies of this letter as provided herein. GRANTOR may terminate this Permit at will by giving written notice to GRANTEE specifying the date of termination, such notice to be given not less than thirty (30) days prior to the termination date specified. GRANTEE may terminate this Permit at any time by giving written notice to GRANTOR. Grantee's post-termination obligations shall survive termination, and the performance of such obligations shall be governed by the terms of this Permit.
2. GRANTEE's use of the Shawnee site may in no way interfere with GRANTOR's use of all or part of the Shawnee site.
3. Exhibit A depicts the areas wherein GRANTEE has installed or intends to install groundwater monitoring wells and areas wherein GRANTEE has sampled or intends to sample surface water. Other areas may be authorized by amending Exhibit A to include such areas. The amended Exhibit A shall be effective upon signature by both Parties.
4. Exhibit B depicts the areas wherein GRANTEE has installed or intends to install environmental indicator signs. Other areas may be authorized by amending Exhibit B to include such areas. The amended Exhibit B shall be effective upon signature by both Parties.
5. By January 15 of each year, GRANTEE shall provide GRANTOR with the dates that groundwater monitoring wells are planned to be installed and/or maintained and sampling activities will be conducted. GRANTEE shall provide GRANTOR with the opportunity to obtain split samples at any sampling event where GRANTOR expresses an interest in obtaining such samples. Upon Grantor's request, GRANTEE shall provide GRANTOR copies of all analytical data collected at the Shawnee site.
6. GRANTEE shall properly dispose of water and/or soil and sediment from the activities authorized by this Permit. GRANTEE's occupancy and use of the Shawnee site are subject to, and GRANTEE shall comply with, all applicable laws and regulations, and any existing agreements concerning the handling and disposal of waste materials generated from groundwater and surface water sampling at the Shawnee site.
7. GRANTEE shall to the extent reasonably practicable, prevent and suppress destructive fires upon or near the Shawnee site that arise from or are connected with GRANTEE activities authorized by this Permit. GRANTEE shall promptly repair any damages to the Shawnee site or facilities existing thereon caused by or resulting from GRANTEE's occupancy and use of the Shawnee site as authorized by this Permit.
8. The GRANTEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the GRANTEE shall immediately notify the GRANTOR's representative and protect the site and the material from further disturbance until the GRANTOR gives clearance to proceed.
9. The GRANTEE shall not unlawfully pollute the air, ground or water or create a public nuisance. The GRANTEE shall use all reasonable means available to protect the environment and natural resources from damage arising from GRANTEE's activities under the Permit. Where damage nonetheless occurs as a result of GRANTEE's activities, the GRANTEE shall be liable to restore the damaged resources. The GRANTEE, at no cost to the GRANTOR, shall promptly comply with applicable Federal, State, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the GRANTEE's right to contest their validity. The GRANTEE shall not be responsible for pollution caused by others. To the extent that the activities of GRANTEE increase the areal extent of pollution caused by others or otherwise increase its environmental impact or the cost of responding to it, GRANTEE shall be responsible for the incremental liability or cost associated with such increase.

10. Upon termination of this Permit, GRANTEE shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the Shawnee site in connection with GRANTEE's activities under this Permit. GRANTEE shall restore the premises when such restoration is required in connection with GRANTEE's activities to the extent reasonably practicable and in accordance with any safety or environmental requirements related to GRANTEE's activities. Upon termination of this Permit, GRANTEE shall seal, close and abandon the wells in place following established industry standards and environmental regulation and guidance applicable at the time of the closure. With the consent of GRANTOR, GRANTEE may abandon any GRANTEE-owned equipment, fixtures, appurtenances, and other improvements in place or in lieu of restoration when it is in the best interest of GRANTOR.
11. Upon termination, expiration or relinquishment of this Permit, the GRANTEE shall vacate the premises, remove its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the GRANTEE's activities and shall restore the premises or facilities to the same or similar condition as existed on the date of entry under this Permit, excepting normal wear and tear.
12. GRANTEE fully understands that GRANTOR makes no warranties or representations whatsoever, either expressed or implied, to GRANTEE, its agents, contractors, subcontractors, employees, or representatives while acting in their official capacity, that the land permitted to be used and any means of access thereto or egress therefrom are safe or suitable for the purposes for which they are to be used under the terms of this Permit.
13. All notices under or relating to this Permit shall be in writing and shall be deemed effectively given 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 GRANTEE:

If to GRANTOR:

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

Plant Manager  
 Tennessee Valley Authority  
 Shawnee Fossil Plant  
 7900 Metropolis Lake Road  
 West Paducah, Kentucky 42086

14. Obligations of GRANTEE under this permit shall be subject to the availability of funds for such purposes and nothing in this Permit implies that Congress will appropriate funds for such purposes.
15. This Permit represents the entire understanding of GRANTOR and GRANTEE on this matter and no oral statements or collateral documents (except as noted within) may modify this Permit.
16. GRANTOR and GRANTEE agree to meet annually to review activities that have taken place during the previous year and all planned activities.
17. No assignment of this Permit or any interest therein and no subagreement for any purpose shall be made or granted by GRANTEE without the express prior written consent of GRANTOR.
18. This Permit may only be amended or superseded by written agreement between the Parties.
19. The Parties acknowledge that much of the work related to this Permit has been completed and the Parties agree that any issues arising out of that completed work shall be handled under this Permit. Additionally, this Permit supersedes the license (Contract No. TV-79924T) entered into between GRANTOR and GRANTEE on February 12, 1990.

It is understood and agreed that all the terms and conditions of this Permit shall be binding upon the Parties hereto.

If the terms and conditions of this Permit are acceptable to GRANTEE, please have a duly authorized official of GRANTEE sign the enclosed copies and return two executed originals to Jerry M. Kaler, Plant Manager, Tennessee Valley Authority, Shawnee Fossil Plant, 7900 Metropolis Lake road, West Paducah, Kentucky 42086.

One original of this Permit is to be retained for GRANTEE's records. This Permit is not valid until the original signed copies are received by GRANTOR.

Sincerely,

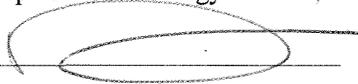


Jerry M. Kaler  
Shawnee Fossil Plant Manager

DMH  
Attachments

Accepted and agreed to this 25 day of January, 2011.

U.S. Department of Energy

By 

Title Betty Officer, CRS

TVA

L30

L12

TLD-32

S34

L241

MW434

MW436

MW437

MW438

MW446

MW449

MW152

MW153

OHIO RIVER

MW146

MW147

LUM2.7

TLD-31

LBCSP5

LBCSP7

MW433

MW435

MW445

MW447

MW133

MW135

MW137

MW138

S27

MW463

MW464

MW439

MW440

MW441

TLD-18

MW100

S11

DOE BOUNDARY

MW99

MW477

Bethel Church Road

Ogden Landing Road

Metropolis Lake Road

- TLD Locations
- ⊗ Surface Water Locations
- Newly Installed Wells
- Existing Wells
- Proposed Monitoring Wells

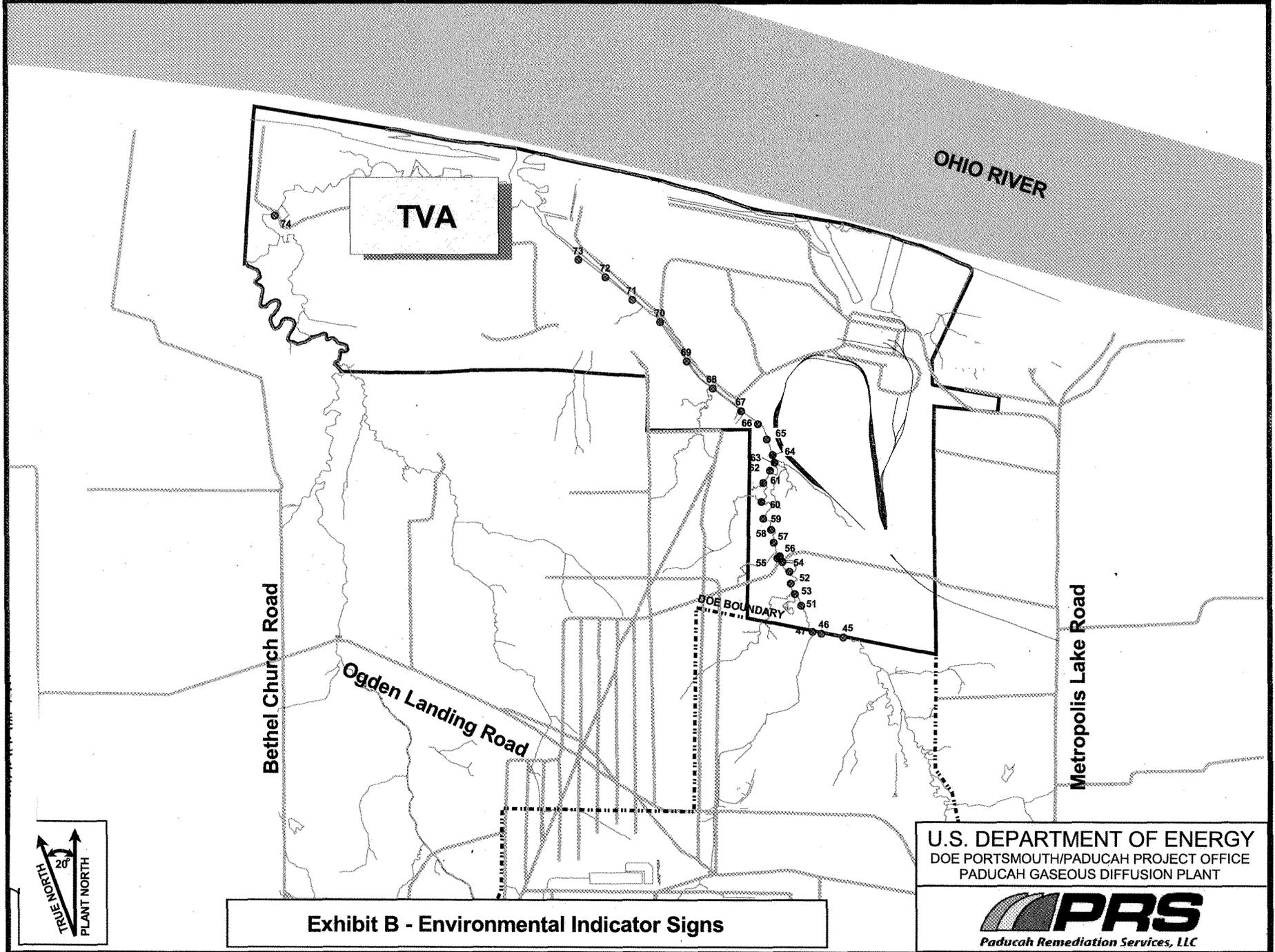


Exhibit A - Sampling Locations

U.S. DEPARTMENT OF ENERGY  
DOE PORTSMOUTH/PADUCAH PROJECT OFFICE  
PADUCAH GASEOUS DIFFUSION PLANT



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U.S. DEPARTMENT OF ENERGY  
DOE PORTSMOUTH/PADUCAH PROJECT OFFICE  
PADUCAH GASEOUS DIFFUSION PLANT



FIGURE No. c5ac9000sk839r1x1.apr  
DATE 03-22-10