

DOE98PER

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: UMTRA

NAME OF AGENCY OR CONTRACTOR: US DEPARTMENT OF ENERGY (DOE)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: TRANSFER FIVE OF ITS 404 PERMITS THAT DISCHARGE FILL MATERIAL IN CONJUNCTION WITH THE REMOVAL OF MILL TAILINGS AND RESTORATION OF EXISTING WETLAND, DREDGE AND DISCHARGE DREDGED AND FILL MATERIAL TO CONSOLIDATE AND REMOVE CONTAMINATED URANIUM MILL TAILINGS MATERIAL, PERMIT NO. 199275034 CITY SHOPS, PERMIT NO. 199000177 COMBINED 5TH STREET, PERMIT NO. 199275055 RIVERFRONT, PERMIT NO. 10189 RIVER ROAD DIKE, PERMIT NO. 199000337 AMERICAN AUTO SALVAGE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



U.S. Department of Energy

Grand Junction Office
2597 B³/₄ Road
Grand Junction, CO 81503

City Clerk

SEP 28 1998

Mr. Ken Jacobson
U.S. Army Corps of Engineers
400 Rood Avenue
Grand Junction, CO 81501

Subject: Transfer of 404 Permits

Dear Mr. Jacobson:

The U.S. Department of Energy (DOE) wishes to transfer five of its 404 Permits to the city of Grand Junction. Following is the status of each permit.

Permit No. 199275034: Property known as "City Shops." Special conditions of the 404 Permit have been met by DOE (per field visit with K. Jacobson, April 21, 1998).

Permit No. 199000177: Property known as "Combined 5th Street." Special conditions of the 404 Permit have been met by DOE (per field visit with K. Jacobson, April 21, 1998).

Permit No. 199275055: Property known as "Riverfront." Special conditions of the 404 Permit have been met by DOE (per field visit with K. Jacobson, February 11, 1998).

Permit No. 10189: Property known as "River Road Dike." Wetland areas were not disturbed during remediation in 1997; DOE will remove an auto body from the river and revegetate a small area disturbed within the riparian zone (per discussion with K. Jacobson on April 21, 1998). This work is anticipated to be completed in fall 1998.

Permit No. 199000337: Property known as "American Auto Salvage." This permit was transferred to the city of Grand Junction on December 17, 1997; however, a copy of the permit with the city representative's signature was not provided to the U.S. Army Corps of Engineers at that time. DOE will submit the second annual wetland monitoring report to the Corps this year; the city of Grand Junction will assume wetland monitoring responsibilities for the remainder of the 5-year monitoring period.

Enclosed are copies of the original 404 permits that have been signed and dated by the city of Grand Junction's representative, who has agreed to assume the permit responsibilities. Please note these transfers in your 404 Permit files. If you have any questions, please contact Michael K. Tucker at 248-6004 or Jim Shanks at 244-1554.

Sincerely,

Michael K. Tucker
Project Manager

Jim Shanks, Director
Public Works Department
City of Grand Junction

Enclosures

cc w/enclosures:
J. Elmer, MACTEC-ERS
M. Kastens, MACTEC-ERS

mkt/coe-perm.let

Combined 5th Street

Combined 5th Street

DEPARTMENT OF THE ARMY PERMIT

Permittee U.S. Department of Energy

Permit No. 199000177

U.S. Army Corps of Engineers
Issuing Office Sacramento District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To discharge approximately 10,350 cubic yards of fill material in conjunction with the removal of mill tailings and restoration of approximately 0.28 acre of existing wetland.

Project Location: In wetlands adjacent the Colorado River within Section 23, Township 1 South, Range 1 West, Mesa County, Colorado. The plans and drawings attached are incorporated in and made a part of this permit. Sheet 1, Vicinity Map, Sheets 2-12, Remediation Plan Cross-Sections, Plan Views, Profiles and Design Notes.

Permit Conditions:

General Conditions:

*extended to
Nov 30, 1993 → extended to
11-30-96*

1. The time limit for completing the work authorized ends on April 10, 1993. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See Pages 4. and 5. for Special Conditions.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

SPECIAL CONDITIONS

a. The applicant shall restore approximately 0.28 acre of wetland within the disturbed area to mitigate wetland impact.

b. The applicant shall place a minimum of 12 inches of top soil except where excavation is shallower on all disturbed wetland areas.

c. Cottonwoods (Populus spp.) and willows (Salix spp.) shall be replaced on 25-foot and 3-foot centers respectively, and disturbance or removal of mature cottonwood trees shall be avoided during project implementation. Tamarisk (Tamarix spp.) shall not be utilized for revegetation.

d. Reseeding of herbaceous species shall be performed from March through May or from September 15 through consistent ground freeze.

e. The soil shall be uniformly conditioned to a depth of 6 inches with a commercial fertilizer having 18% nitrogen, 46% phosphorous, and 0% potassium, by weight.

f. The applicant shall utilize design standards addressing erosion control at the project to insure the environmental integrity of the construction site.

g. All wetland areas shall be reseeded with the following grass seed mix:

<u>Grass Seed Mix</u>	<u>Pounds Per Acre</u>
Streambank wheatgrass	5.0
Manchar brome	2.0
Reed canarygrass	2.0
Chewing's fine fescue	1.0
Alkaligrass	1.0

h. Reseeding shall be performed from March through May or from September 15 to consistent ground freeze.

i. The applicant shall conduct a three-year monitoring program to evaluate the effectiveness of the wetland mitigation effort. Annual reports shall be submitted by October 31 of each year to describe the status of wetland plant species establishment.

j. All work in the river occur during low flow periods and shall not occur during the period of July 1 through September 30 to avoid impacts to Colorado squawfish, (Ptychocheilus lucius).

k. The applicant shall provide additional monitoring as deemed necessary by the Corps of Engineers at the end of the three-year monitoring period to insure project mitigation.

CITY SHOPS

DEPARTMENT OF THE ARMY PERMIT

Permittee U.S. Department of EnergyPermit No. 199275034U.S. Army Corps of Engineers
Issuing Office Sacramento District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To dredge and discharge approximately 270 yards of dredged and fill material to consolidate and remove contaminated uranium mill tailings material.

Project Location: In the Colorado River and approximately 0.17 acre of adjacent wetland within Section 15, Township 1 South, Range 1 West, Mesa County, Colorado. The plans and drawings attached are incorporated in and made a part of this permit. Sheet 1, Location Map, Sheet 2, Plan View, Sheet 3, Existing Dike Cross-Section, Sheet 4, Reconstructed Dike Cross-Section.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 1, 1995. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See special conditions on pages 4 and 5.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

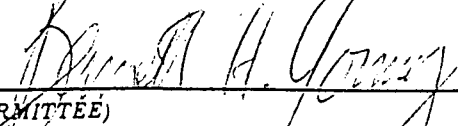
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 328.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

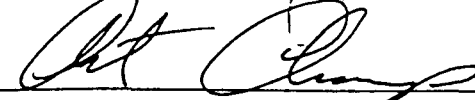


(PERMITTEE)

Oct 9, 1997

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



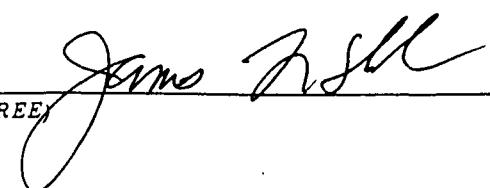
(DISTRICT ENGINEER)

10/15/92

(DATE)

ART CHAMP, Chief, Regulatory Sec., CE, for
LAURENCE R. SADOFF, Colonel, Corps of Engineers
District Engineer, Sacramento District

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.



(TRANSFEREE)

10/6/98

(DATE)

SPECIAL CONDITIONS

a. The applicant shall restore approximately 0.17 acre of wetland within the disturbed area to mitigate wetland impact.

b. The applicant shall place a minimum of 12² inches of top soil except where excavation is shallower on all disturbed wetland areas.

c. Cottonwoods (Populus spp.) shall be avoided to the maximum extent practicable. All cottonwoods impacted by project construction shall be replaced within the project area on 25-foot centers at a ratio of 2:1.

d. Two rows of willows (Salix spp.) shall be planted at or near the ordinary high water elevation of the river and above the riprap toe to mitigate for the loss of shrub-scrub wetland. Spacing of the willows in the row shall not exceed 36 inches. Tamarisk (Tamarix spp.) shall not be utilized for revegetation.

e. Reseeding of herbaceous species shall be performed from March through May or from September 15 through consistent ground freeze.

f. The applicant shall utilize design standards addressing erosion control at the project to insure the environmental integrity of the construction site.

g. All wetland areas shall be reseeded with the following grass seed mix:

<u>Grass Seed Mix</u>	<u>Pounds Per Acre</u>
Streambank wheatgrass	5.0
Western wheatgrass	2.0
Reed canarygrass	2.0

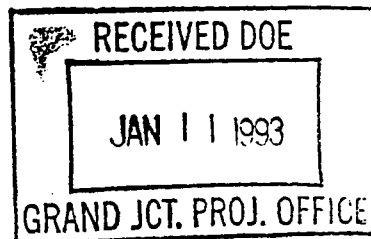
h. Reseeding shall be performed from March through May or from September 15 to consistent ground freeze.

i. The applicant shall conduct a three-year monitoring program to evaluate the effectiveness of the wetland mitigation effort. Annual reports shall be submitted by October 31 of each year to describe the status of wetland plant species establishment.

j. All work in the river occur during low flow periods and shall not occur during the period of July 1 through September 30 to avoid impacts to endangered Colorado River fishes.

k. The applicant shall provide additional monitoring as deemed necessary by the Corps of Engineers at the end of the three-year monitoring period to insure project mitigation.

RIVERFRONT



DEPARTMENT OF THE ARMY PERMIT

Permittee: U.S. Department of Energy, Grand Junction Projects Office, Post Office Box 2567, Grand Junction, Colorado 81502

Permit Number: 199275055

Issuing Office: U.S. Army Engineer District, Sacramento, Corps of Engineers, 1325 "J" Street, Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To discharge approximately 1,555 cubic yards of fill material in "waters of the United States" and 0.50 acre of adjacent wetland.

All work is to be completed in accordance with the attached plan(s).

Project Location:

In the Colorado River and adjacent wetlands at the City of Grand Junction within Section 23, Township 1 South, Range 1 West, Mesa County, Colorado.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on November 30, 1995. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The applicant shall restore approximately 0.25 to 0.50 acre of wetland commensurate with total wetland impact within the disturbed area.

2. The applicant shall place a minimum of 12 inches of top soil, except where excavation is shallower, on all disturbed wetland areas.

3. Cottonwoods (Populus spp.) and sumac (Rhus trilobata) shall be avoided to the maximum extent practicable. All cottonwoods and sumac impacted by project construction shall be replaced within the project area on 25-foot centers and 12 -foot centers, respectively, at a ratio of 2:1.

4. Three rows of willows (Salix spp.) shall be planted at or near the ordinary high water elevation of the river to mitigate the loss of shrub-scrub wetland. Spacing of the willows in and between rows shall not exceed 36 inches. Tamarisk (Tamarix spp.) and Russian olive (Elaeagnus angustifolia) shall not be utilized for revegetation.

5. Planting of woody species shall be performed from March through April or from October 15 through consistent ground freeze.

6. The applicant shall utilize design standards addressing erosion control at the project to insure the environmental integrity of the construction site.

7. All disturbed wetland areas shall be reseeded with the following grass seed mix:

Grass Seed Mix Pounds Per Acre

Streambank wheatgrass 4.0

Western wheatgrass 6.0

Alkali sacaton 0.5

Reed canarygrass (Phalaris arundinacea) 1.0

8. Seeding of grass species shall be performed from March through May or from September 15 through consistent ground freeze.

9. All excess dredge material shall be disposed at an upland site.

10. Wetlands adjacent the construction site shall be fenced to prevent inadvertent impacts from construction activities.

11. All fill material shall be free of toxic substances.

12. The applicant shall maintain mitigation wetlands for a period of five years and insure a wetlands vegetation survival rate of 80 percent.

13. The applicant shall conduct a five-year monitoring program to evaluate the effectiveness of the wetland mitigation effort. Annual reports shall be submitted by October 31 of each year to describe the status of wetland plant species establishment.

14. All work in the river shall occur during low flow periods and shall not occur during the period of July 1 through September 30 to avoid impacts to endangered Colorado River fishes.

15. The applicant shall provide additional monitoring and mitigation as deemed necessary by the Corps of Engineers at the end of the five-year monitoring period to insure project mitigation.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Dennis H. Conway *Dec 21, 1992*
 (PERMITTEE) (DATE)
Environmental Specialist, U.S. DOE, GJPO

(PERMITTEE) (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Issued for and in behalf of Colonel Laurence R. Sadoff, District Engineer

Art Champ *1/7/93*
 Art Champ, Chief, Regulatory Section (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

James R. Shk *10/6/94*
 (TRANSFeree) (DATE)

DEPARTMENT OF THE ARMY PERMIT

NOV 02 1989

Permittee U.S. Department of EnergyPermit No. 10189
U.S. Army Corps of Engineers
Issuing Office Sacramento District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To discharge approximately 2,000 cubic yards of fill material in conjunction with the removal of uranium mill tailings and restoration of approximately 0.2 acre of existing wetland.

Project Location: In wetlands adjacent the Colorado River, at the City of Grand Junction, with Section 22, Township 1 South, Range 100 West, Mesa County, Colorado. The plans and drawings attached are incorporated in and made a part of this permit. Sheet 1, Area Map, Sheets 2 and 3, Site Plan, Sheets 4, 5, and 6 Cross-Sections, Sheet 7, Design Notes.

Permit Conditions:**General Conditions:**

1. The time limit for completing the work authorized ends on September 30, 1992. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See Page 4. for Special Conditions.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

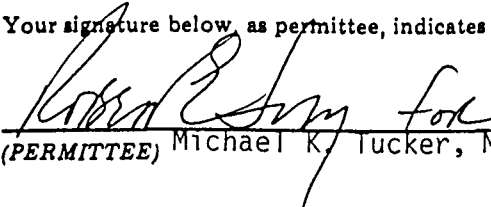
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

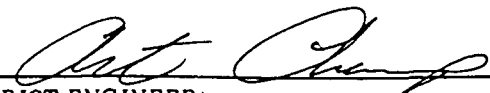
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



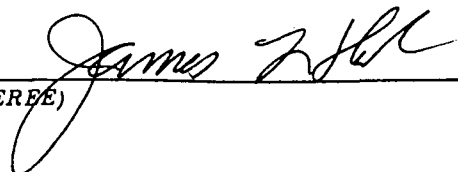
(PERMITTEE) Michael K. Tucker, Manager, GJPO _____ 10/24/89
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



(DISTRICT ENGINEER) ART CHAMP, Chief, Regulatory Sec., CE, for
JACK A. LE CUYER, Colonel, Corps of Engineers
District Engineer, Sacramento District _____ 10/24/89
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.



(TRANSFEREE) _____ 10/6/89
(DATE)

SPECIAL CONDITIONS

- a. The applicant shall restore approximately 0.2 acre of wetland within the disturbed area to mitigate wetland impact.
- b. The applicant shall place a minimum of 12 inches of top soil except where excavation is shallower on all disturbed wetland areas.
- c. Reseeding of herbaceous species shall be performed from March through May or from September 15 through consistent ground freeze.
- d. The soil shall be uniformly conditioned to a depth of 6 inches with a commercial fertilizer having 18% nitrogen, 46% phosphorous, and 0% potassium, by weight.
- e. The applicant shall utilize design standards addressing erosion control at the project to insure the environmental integrity of the construction site.
- f. All wetland areas shall be reseeded with the following grass seed mix:

Grass Seed Mix	Pounds Per Acre
Streambank wheatgrass	5.0
Manchar brome	2.0
Reed canarygrass	2.0
Chewing's fine fescue	1.0
Alkaligrass	1.0

- g. Reseeding shall be performed from March through May or from September 15 through consistent ground freeze.
- h. The applicant shall conduct a three-year monitoring program to evaluate the effectiveness of the wetland mitigation effort. Annual reports shall be submitted by October 31 of each year to describe the status of wetland plant species establishment.
- i. No work shall occur in the river from July 1, through September 30 to avoid impacts to Colorado squawfish, (Ptychocheilus lucius).
- j. The applicant shall provide additional monitoring as deemed necessary by the Corps of Engineers at the end of the three-year monitoring period to insure project mitigation.

DEPARTMENT OF THE ARMY PERMIT

Permittee U.S. Department of Energy

Permit No. 199000337
U.S. Army Corps of Engineers
Issuing Office Sacramento District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To discharge approximately 25,124 cubic yards of fill material in conjunction with the removal of mill tailings, restoration of approximately 1,400 linear feet of streambank, and restoration of approximately 0.47 acre of wetland.

Project Location: In the Colorado River and adjacent wetlands within Sections 22 and 23, Township 1 South, Range 1 West, Mesa County, Colorado. The plans and drawings attached are incorporated in and made a part of this permit. Sheet 1, Vicinity Map, Sheet 2, Plan View, Sheet 3, Cross-Sections and Design Notes.

1. The time limit for completing the work authorized ends on June 5, 1993. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: SEE PAGES 4. and 5. FOR SPECIAL CONDITIONS.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

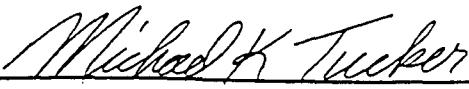
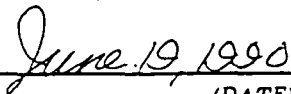
d. Design or construction deficiencies associated with the permitted work.

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.


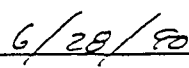
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

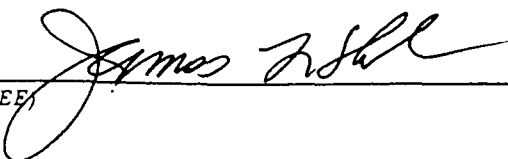
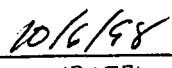
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

 _____ (PERMITTEE)	 _____ (DATE)
Michael K. Tucker, Manager Grand Junction Projects Office	

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

 _____ (DISTRICT ENGINEER)	 _____ (DATE)
ART CHAMP, Chief, Regulatory Sec., CE, for JACK A. LE CUYER, Colonel, Corps of Engineers District Engineer, Sacramento District	

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

 _____ (TRANSFEREE)	 _____ (DATE)
--	--

SPECIAL CONDITIONS

a. The applicant shall restore approximately 0.47 acre of wetland within the disturbed area to mitigate wetland impact.

b. The applicant shall place a minimum of 12 inches of top soil except where excavation is shallower on all disturbed wetland areas.

c. Cottonwoods (Populus spp.) shall be surveyed and avoided to the maximum extent practicable. All cottonwoods impacted by project construction shall be replaced within the project area on 25-foot centers at a ratio of 2:1.

d. Two rows of willows (Salix spp.) shall be planted at or near the ordinary high water elevation of the river to mitigate for the loss of shrub-scrub wetland. Spacing of the willows in the row shall not exceed 36 inches and shall be staggered in relationship to the adjacent row. Tamarisk (Tamarix spp.) shall not be utilized for revegetation.

e. Reseeding of herbaceous species shall be performed from March through May or from September 15 through consistent ground freeze.

f. The soil shall be uniformly conditioned to a depth of 6 inches with a commercial fertilizer having 18% nitrogen, 46% phosphorous, and 0% potassium, by weight.

g. The applicant shall utilize design standards addressing erosion control at the project to insure the environmental integrity of the construction site.

h. All wetland areas shall be reseeded with the following grass seed mix:

<u>Grass Seed Mix</u>	<u>Pounds Per Acre</u>
Streambank wheatgrass	5.0
Manchar brome	2.0
Reed canarygrass	2.0
Chewing's fine fescue	1.0
Alkaligrass	1.0

i. Reseeding shall be performed from March through May or from September 15 to consistent ground freeze.

j. The applicant shall conduct a three-year monitoring program to evaluate the effectiveness of the wetland mitigation effort. Annual reports shall be submitted by October 31 of each year to describe the status of wetland plant species establishment.

k. All work in the river occur during low flow periods and shall not occur during the period of July 1 through September 30 to avoid impacts to Colorado squawfish, (Ptychocheilus lucius).

l. The applicant shall provide additional monitoring as deemed necessary by the Corps of Engineers at the end of the three-year monitoring period to insure project mitigation.

AMERICAN AUTO SALVAGE

DOE Agreement No.: DE-R004-90AL58112
DOE/State of Colorado, Cooperative
Agreement No.: DE-FC04-81AL16257
DOE ID NUMBER: GJ-90049-CC

MODIFICATION 1

The RAA is hereby modified as follows:

1. Delete the reference to "Phase III" in the upper right hand identification block.
2. Pages B-2 and B-3 of Appendix B is hereby changed as follows:

Page B-2: delete the last sentence "to effect this end, the Tenant agrees to the following schedule of removal for the areas identified on the attached map:"

Page B-3: delete the "Area" and "Removal Completion Date" columns and the paragraph which reads - "The remedial action subcontractor ... removal effort as required."

In lieu thereof, insert the following:

(Refer to "American Auto Salvage Management Units" map dated August 28, 1992 attached hereto)

The property shall be remediated in phases as follows:

<u>PHASE</u>	<u>ACTIVITY</u>
I	Remediate and establish as the access control point and staging and support area
II	Remediate residual radioactive materials
III	To be determined
IV	To be determined

Work shall initiate with Phase I and proceed to Phase II. It is contemplated that only residual radioactive material (RRM) will be encountered. Phases III and IV have been identified as areas containing a former landfill which may contain regulated substances which, if in excess of EPA standards, would constitute hazardous wastes. Remedial action for those areas has not been developed.

In the event that EPA or State-regulated substances are discovered during the remedial action of Phases I and II, the DOE shall notify the Owner of the discovery. The Owner shall be responsible for notifying the EPA or CDH within twenty-four (24) hours of the notification by the DOE.

The Owner shall be responsible for the investigation and any corrective action required for regulated substances outside areas of RRM involvement.

DOE Agreement No.: DE-R004-90AL58112
DOE/State of Colorado, Cooperative
Agreement No.: DE-FC04-81AL16257
DOE ID NUMBER: GJ-90049-CC

If the regulated substance is commingled with RRM, the DOE, at the Owner's request, will assist the Owner in developing a corrective action plan. The corrective action plan will address the management, treatment and proper disposal of the commingled waste and the financial responsibilities of the parties. In the event that the regulated substance commingled with the RRM cannot be treated to permit placement in an UMTRA Project disposal cell, the DOE will backfill and compact as necessary and discontinue remedial action in that area. In the event that materials typically found in sanitary landfills are encountered, the DOE will backfill and compact as necessary and discontinue remedial action in that area. Areas abandoned within the Phase I, Phase II boundaries due to the presence of commingled waste and/or sanitary landfill material will become part of the Phase III remedial action activities.


The remedial action design for Phases III and IV will be incorporated into this RAA by modification upon completion of the remedial action plan.

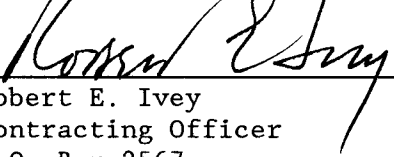
In the event that remedial action can not be performed in Phases III and/or IV, the DOE may recommend to the State and the Nuclear Regulatory Commission that supplemental standards be applied. The Owner reserves the right to object as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE STATE OF COLORADO
Department of Health

THE UNITED STATES OF AMERICA
U. S. DEPARTMENT OF ENERGY


By: 
G.A. Franz III
Hazardous Materials & Waste
Management Division
Colorado Department of Health

By: 
Robert E. Ivey
Contracting Officer
P.O. Box 2567
Grand Junction, CO 81502




Date: 1-5-93

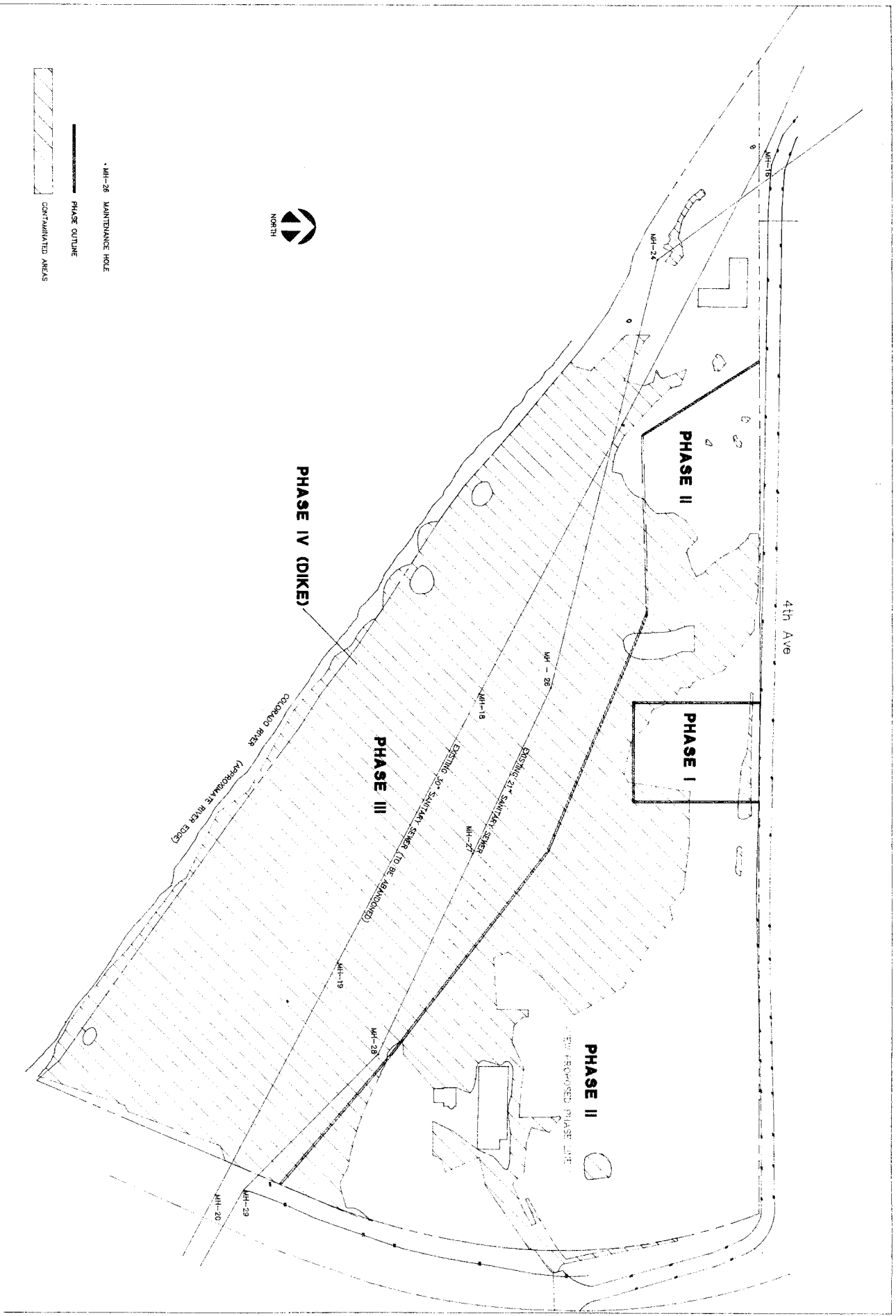
Date: 12/30/92

OWNER: CITY OF GRAND JUNCTION

By: 
Mark K. Achen
City Manager
250 North 5th Street
Grand Junction, Colorado 81501

Date: 1-12-93

 MH-26 MAINTENANCE HOLE
 PHASE OUTLINE
 CONTAMINATED AREAS



VICINITY PROPERTY
REMEDIAL ACTION AGREEMENT

THIS AGREEMENT, by and among the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), represented by the United States Department of Energy (hereinafter referred to as "DOE"), the STATE OF COLORADO (hereinafter referred to as the "STATE"), represented by the COLORADO DEPARTMENT OF HEALTH (hereinafter referred to as the "CDH") and CITY OF GRAND JUNCTION (hereinafter referred to as the "Owner"),

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Uranium Mill Tailings Radiation Control Act of 1978, Public Law 95-604 (hereinafter referred to as the "Act"), the Government, represented by DOE, and the State have entered into a cooperative agreement (hereinafter referred to as "Cooperative Agreement") in order to implement a jointly-conducted program of assessment and remedial action at that certain DOE-designated processing site in Mesa County, Colorado, known as the Climax Mill Site, together with associated vicinity properties; and

WHEREAS, the Owner owns and controls a parcel of real property (hereinafter referred to as the "Vicinity Property") described in the map attached hereto as Appendix A; and

WHEREAS, DOE has designated the Vicinity Property for remedial action and the Owner has agreed to such remedial action under the terms set forth below;

NOW THEREFORE, it is agreed that:

1. Right of Entry, Inspection and Right to Restrict Access.

- a. The Owner owns and controls the Vicinity Property and hereby grants to the State and to DOE, their authorized representatives, contractors and subcontractors, without payment of any land use charge: (a) right of entry in, across, and over the Vicinity Property to perform remedial action on the Vicinity Property and to take soil samples, perform radiologic surveys, and to perform or take any other reasonable action consistent with the expeditious performance and evaluation of such remedial action; and (b) the right to restrict access to, and post appropriate warning signs on, such parts of the Vicinity Property, as may be necessary, in order to facilitate remedial action and protect the health and assure the safety of the public: PROVIDED, that such rights are subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

- b. The Owner further grants to the State and to the Government, including DOE, the Nuclear Regulatory Commission, and the Environmental Protection Agency, and their authorized representatives, the right to periodically enter upon the Vicinity Property at any time in order to inspect the Vicinity Property for the purposes of carrying out this Agreement and enforcing the Act and any rules and regulations promulgated under the Act.
2. Title to Residual Radioactive Materials. The Owner hereby grants to DOE all right, title and interest in all residual radioactive materials, equipment, vegetation, improvements and other property permanently removed from the Vicinity Property by the State or DOE, their authorized representatives, agents, contractors and subcontractors, in performing remedial action upon the Vicinity Property.
3. Remedial Action. The remedial action to be performed shall be that which is described in the Vicinity Property Remedial Action Plan attached hereto as Appendix B and incorporated herein by reference, subject to such changes deemed necessary by the State and DOE during the performance of such remedial action. The Owner shall be informed of all such changes. The remedial action contemplated herein shall be performed by the DOE, its authorized representatives, agents, contractors and subcontractors. The Owner shall not be held liable or have a duty to pay for any of the remedial action work performed hereunder by DOE, its authorized representatives, contractors and subcontractors.
4. Restoration. DOE shall be responsible for loss or destruction of, or damage to, the Owner's real and personal property caused by the activities of DOE, its authorized representatives, contractors and subcontractors, in exercising any of the rights granted in this Agreement: PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably comparable to its condition immediately prior to the performance of remedial action by techniques of backfilling, seeding, sodding, landscaping, rebuilding, repair or replacements indicated in the Vicinity Property Remedial Action Plan (Appendix B), and such other methods as may be agreed to by the State, DOE, and the Owner during the course of remedial action under this Agreement.

The parties acknowledge that use of the phrase "condition reasonably comparable to its condition immediately prior to the performance of remedial action" contemplates that the work performed by the DOE through its contractors or subcontractors may include the use of alternate materials or variations due to the use of new materials.

PROVIDED FURTHER, that to the extent that latent or patent defects or out-of-code conditions exist on the Vicinity Property, and to the extent that said defects or conditions were either pre-existing or were not the subject or result of the remedial action, DOE shall not be responsible for the correction of, or any costs associated with the correction of, such defects or conditions except to the extent DOE, in its sole discretion, determines that the correction of such defects or conditions would facilitate the performance of remedial action on the Vicinity Property.

5. Release of Liability/Hold Harmless. Subject to the provision of Paragraph 4, Restoration, the Owner, on behalf of himself, his heirs, successors and assigns, hereby: (1) releases the State and the Government from, and holds the State and Government harmless against, any liability or claim thereof by the Owner on behalf of the Owner, his heirs, successors or assigns arising out of the performance of any remedial action on the Vicinity Property; and (2) releases contractors and subcontractors of the Government, and holds contractors and subcontractors of the Government harmless against, any liability or claim thereof by the Owner on behalf of the Owner, his heirs, successors or assigns arising out of the performance of any remedial action on the Vicinity Property, if the Government, by virtue of its contractual relationship, would be ultimately financially responsible for such liability or claim. For purposes of this Agreement the term "subcontractors" includes all tiers of subcontracts.

6. State or Government-Owned Property. Except for title to personal property brought to the Vicinity Property by DOE or the State in order to restore the Vicinity Property pursuant to the Vicinity Property Remedial Action Plan (Appendix B) or Paragraph 4, Restoration, title to all personal property brought to the Vicinity Property by the State or the Government, or their authorized representatives, contractors or subcontractors, during the term of this Agreement shall remain in the State or the Government, as appropriate, and such title shall not be affected by incorporation or attachment thereof to any property not owned by the State or the Government, nor shall personal property, or any part thereof, become a fixture or lose its identity as personalty by reason of affixation to any realty. The Owner shall not be liable for any loss of or damage to such State or Government personal property, or for expenses incidental to such loss or damage, except that the Owner shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct or lack of good faith of the Owner.

7. Permits and Licenses. The State and DOE, their authorized representatives, contractors and subcontractors, shall obtain all necessary permits or licenses and abide by all applicable Government, State, and Local laws, regulations and ordinances.
8. Lessee/Sublessee Consent. If the Vicinity Property is subject to any leases or subleases, the Owner shall obtain the consent of the lessees and sublessees, as appropriate, to enter into this Agreement. Such consent shall be evidenced by the signatures of the lessees and sublessees in the space provided on the Lessee/Sublessee Consent Page of the Agreement. Such consent shall constitute the unconditional agreement, by each lessee or sublessee, with all terms and conditions of this Agreement, including but not limited to: the terms and conditions regarding right of entry and inspection, right to restrict access, transfer of title to residual radioactive materials and other property permanently removed from the Vicinity Property, title to State or Government-owned property, notice to subsequent purchasers, term and termination, and appropriations; Appendix A; and Appendix B. By such consent, each lessee or sublessee, on behalf of himself, his heirs, successors and assigns, hereby: (1) releases the State and the Government from, and holds the State and Government harmless against, any liability or claim thereof by the lessee or sublessee on behalf of the lessee or sublessee, his heirs, successors or assigns arising out of the performance of any remedial action on the Vicinity Property; and (2) releases contractors and subcontractors of the Government, and holds contractors and subcontractors of the Government harmless against, any liability or claim thereof by the lessee or sublessee on behalf of the lessee or sublessee, his heirs, successors or assigns arising out of the performance of any remedial action on the Vicinity Property, if the Government, by virtue of its contractual relationship, would be ultimately financially responsible for such liability or claim. For purposes of this Agreement, the term "subcontractors" includes all tiers of subcontracts.
9. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Owner. Except to the extent lessees and sublessees have consented to this Agreement pursuant to Paragraph 8, Lessee/Sublessee Consent, the Owner shall: (1) notify the State Site Representative or the Contracting Officer as designated in the signature block below, if the Vicinity Property is, or at any time during the term of this Agreement should become, leased, sold, or otherwise transferred to a party other than the Owner; and (2) give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the State and the Government contained in this Agreement when such purchase, lease, or transfer takes place during the term of this Agreement.

10. Notice to Subsequent Purchasers. The State shall take such action as may be necessary, pursuant to DOE regulations and with the informed consent of the Owner by virtue of his or her execution of this Agreement, to assure that any person who purchases the Vicinity Property shall be notified, through the public land records, prior to the purchase, of the nature and extent of residual radioactive materials removed from the Vicinity Property, including the condition of the Vicinity Property after such action.
11. Covenant Against Contingent Fees. The Owner warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business. For breach or violation of this warranty, DOE and the State shall have the right to annul this Agreement without liability or in its discretion to recover from the Owner, the full amount of such commission, percentage, brokerage, or contingent fee.
12. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
13. Health and Safety. The State and the DOE, their authorized representatives, contractors and subcontractors, shall use their best efforts to protect the health and assure the safety of the public during performance of remedial action under this Agreement.
14. Term and Termination
 - a. The term of this Agreement shall commence on the effective date hereof and shall continue, unless sooner terminated hereunder, until the remedial action upon the Vicinity Property is completed and certification by DOE, through radiologic measurements deemed appropriate by DOE, that the Vicinity Property meets the applicable radiation standards promulgated by the U. S. Environmental Protection Agency (40 CFR Part 192) for the protection of the public health, safety and environment.


- b. The State and DOE may terminate this Agreement at any time and for any reason, and such termination shall be effected by delivery, by the State or DOE, or both, to the Owner of a Notice of Termination specifying the reason for the termination and the date upon which such termination becomes effective: PROVIDED, that this Agreement shall not be so terminated until such time as the State and DOE restore the Vicinity Property to a condition reasonably comparable to its condition immediately prior to the performance of remedial action thereon under this Agreement.
15. Appropriations and Expenditures. To the extent that provisions of this Agreement call for the expenditure of appropriated funds in fiscal years subsequent to the current fiscal year, such provisions shall be subject to the availability of funds, appropriated by both Congress and the State, which may be legally expended for such purposes.
16. Effective Date. The effective date of this agreement shall be the date of execution by the State of Colorado, the DOE, and the Owner, whichever date is the latest.
17. Owner Responsibility. With respect to the work performed under this Agreement, except as to hidden or latent defects, the Owner shall have a period of seven (7) calendar days after completion of the Final Inspection and Approval to submit a written objection to the DOE designating those portions of the completed work which the Owner believes are not in compliance with this Agreement. Resolution of the written objection, or failure to submit a timely written objection, shall be conclusively deemed as a waiver of defects in the performance of the work, except for latent or hidden defects. The effective date for any and all warranties that DOE may enforce for the benefit of the Owner, under Paragraph 18 hereof, shall be the date of the Final Inspection and Approval.
18. DOE Responsibility. The Government, for the benefit of the Owner, shall use its best efforts to enforce any warranties, expressed or implied, which the Government or its prime contractors are entitled to in connection with the work performed under this Agreement caused by omission of materials, defective materials, poor or improper workmanship.
19. Appendices. The following Appendices are attached to and made a part of this Agreement:

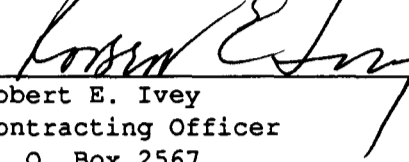
Appendix A - Vicinity Property Map and Legal Description;
Appendix B - Vicinity Property Remedial Action Plan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE STATE OF COLORADO
Department of Health

THE UNITED STATES OF AMERICA
U. S. DEPARTMENT OF ENERGY


By: 
G. A. Franz III
Hazardous Materials & Waste
Management Division
Colorado Department of Health

By: 
Robert E. Ivey
Contracting Officer
P. O. Box 2567
Grand Junction, CO 81502

Date: 6-13-90

Date: JUN 15 1990

OWNER: CITY OF GRAND JUNCTION

By: 
Mark Achen, City Manager
250 North Fifth Street
Grand Junction, Colorado 81501

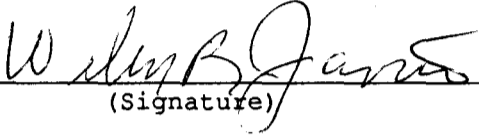
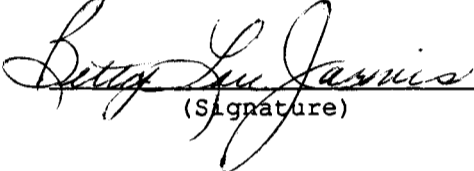
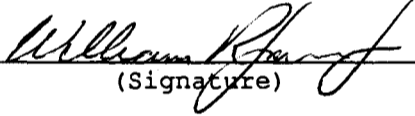
Date: 6/26/90

LESSEE/SUBLESSEE CONSENT PAGE

THE FOLLOWING LESSEES AND SUBLESSEES OF THE VICINITY PROPERTY HAVE CONSENTED TO THIS AGREEMENT AFTER READING AND ACKNOWLEDGING ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

NAME:

INTEREST:

1. William R. Jarvis, Sr.
(Print or Type Name) American Auto Salvage
(Lessee or Sublessee)

(Signature) 1001 South Third Street
(Street Address)
Grand Junction, Colorado 81501
(City, State, and Zip Code)
2. Betty Lou Jarvis
(Print or Type Name) American Auto Salvage
(Lessee or Sublessee)

(Signature) 1001 South Third Street
(Street Address)
Grand Junction, Colorado 81501
(City, State, and Zip Code)
3. William R. Jarvis, Jr.
(Print or Type Name) American Auto Salvage
(Lessee or Sublessee)

(Signature) 1001 South Third Street
(Street Address)
Grand Junction, Colorado 81501
(City, State, and Zip Code)

APPENDIX A

VICINITY PROPERTY MAP
AND
LEGAL DESCRIPTION

Street Address: 1001 South Third Street and 2593 and 2595 Fourth Avenue, Grand Junction, Colorado
(Includes: GJ-07754-CC, GJ-35131-CC, and GJ-43893-CC)

Legal Description: That part of the southwest 1/4, northwest 1/4, Section 23, T.1S, R.1W, Ute Meridian, lying north of the Colorado River and west of the railroad right-of-way; ALSO: The northeast 1/4, southeast 1/4, northeast 1/4 of Section 22, T.1S, R.1W, Ute Meridian, lying north of the river, all located in Mesa County, Colorado.

Vicinity Property Map: Refer to the following drawing(s) attached to this Agreement and incorporated herein by reference:
3-D90049-T1, 3-D90049-F1, 3-D90049-F2, 3-D90049-F3,
3-D90049-F4, 3-D90049-F5, 3-D90049-F6, 3-D90049-F7,
3-D90049-F8, 3-D90049-F9, 3-D90049-F10,
3-D90049-F11, 3-D90049-F12, and 3-D90049-A1.

APPENDIX B

VICINITY PROPERTY
REMEDIAL ACTION PLAN

Surveys have shown that residual radioactive materials exist on the Vicinity Property. In order to meet the general health and environmental standards promulgated by the U.S. Environmental Protection Agency (EPA) at 40 CFR 192, it will be necessary to remove the residual radioactive materials and, as may be required, such plantings and property improvements on the Vicinity Property within the shaded areas as shown in Appendix A. The shaded areas represent the DOE estimate of the extent of residual radioactive materials on the property. The exact amount of material will be determined during the remedial action.

Following removal of the residual radioactive materials and verification by the DOE that the Vicinity Property meets the EPA Standards, the Vicinity Property will be restored to a condition reasonably comparable to its condition immediately prior to the performance of remedial action. Best efforts will be made to minimize disruptions and inconveniences to the Owner.

The following sequence of remedial action operations is anticipated for this Vicinity Property:

- A. Radiologic measurements to establish and mark the areas of residual radioactive materials to guide the excavation.
- B. Photography of existing property conditions for verification during restoration work.
- C. Removal of personal property items from the affected areas for storage by owner or by DOE in a non-affected area during the remedial action.
- D. Installation of a temporary safety/security fence around the excavation site where required.
- E. Removal and disposal as required from the affected areas as shown in the following: Drawing No.: 3-D90049-T1, 3-D90049-F1, 3-D90049-F2, 3-D90049-F3, 3-D90049-F4, 3-D90049-F5, 3-D90049-F6, 3-D90049-F7, 3-D90049-F8, 3-D90049-F9, 3-D90049-F10, 3-D90049-F11, 3-D90049-F12, and 3-D90049-A1.
- F. Excavation of soil from the affected areas. Dust control measures will be used during excavation and loading in order to minimize airborne dispersal of residual radioactive materials as well as dust. Continuous radiologic monitoring of the excavated surface will be performed in order to determine when sufficient material has been removed.

Covered dump trucks will be used to transport the residual radioactive materials from the Vicinity Property to the State of Colorado Tailings Repository. Underpinning of building foundations will be performed where necessary due to excavation.

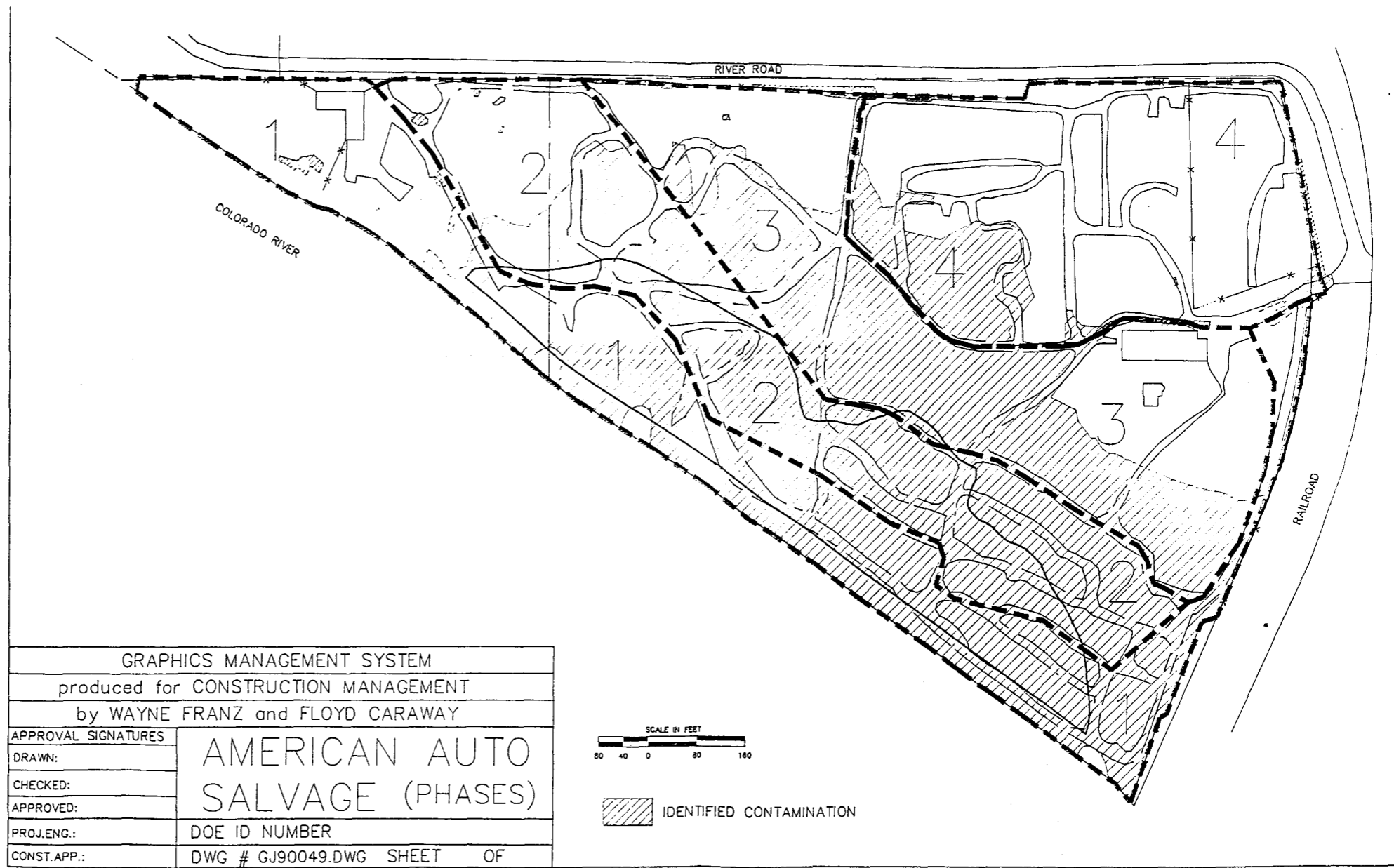
- G. Prior to the performance of remedial action at the Vicinity Property, the DOE and the State have determined that the Owner is entitled to compensation for elements of reconstruction which will not be performed. Entitlement to the compensation will be in accordance with the following:

<u>ITEM</u>	<u>AMOUNT</u>
1. Removal of all salvage and materials as set forth in Paragraph 21 of the Contract to Purchase Real Property dated May 3, 1990, between the City of Grand Junction; William R. Jarvis AKA William R. Jarvis, Sr.; William R. Jarvis, Jr.; Betty Lou Jarvis; Bill Jarvis, Inc. DBA American Auto Salvage, LTD; hereinafter referred to as the "Contract"; and, approximately 95,000 cubic yards (166,250 tons) of contaminated earthen material removed and not replaced	\$900,000
2. Adjustments to earthen material removed and not replaced Over - 166,250 tons @ \$4.60/ton Under - 166,250 tons @ \$4.60/ton	

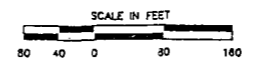
The lump sum amount for item 1 above will be adjusted based on the actual quantities of earthen materials removed and the adjustments will be made at the rates set forth in item 2 above.


Due to the topographical configuration created by the excavation of residual radioactive materials, the Owner agrees that the "Release of Liability/Hold Harmless" provision set forth in term number 5 of the basic RAA shall apply to the nonreconstructed portions of remedial action.

The Owner further agrees to ensure the removal of all salvage and materials as set forth in Paragraph 21 of the Contract from areas requiring remedial action prior to and in a manner which will not impact the performance of remedial action. To effect this end, the Tenant agrees to the following schedule of removal for the areas identified on the attached map:



GRAPHICS MANAGEMENT SYSTEM	
produced for CONSTRUCTION MANAGEMENT	
by WAYNE FRANZ and FLOYD CARAWAY	
APPROVAL SIGNATURES	AMERICAN AUTO SALVAGE (PHASES)
DRAWN:	
CHECKED:	
APPROVED:	
PROJ.ENG.:	
PROJ.ENG.:	DOE ID NUMBER
CONST.APP.:	DWG # GJ90049.DWG SHEET OF



 IDENTIFIED CONTAMINATION

<u>AREA</u>	<u>REMOVAL COMPLETION DATE</u>
1	September 14, 1990
2	December 28, 1990
3	April 15, 1991
4	June 12, 1991

The remedial action subcontractor will be restricted from using the roads immediately adjacent to the office building while performing remedial action in Areas 1, 2 and 3 unless otherwise agreed to by the Tenant. The DOE will provide radiological monitoring support to the Tenant during the removal effort as required.

Upon the approval of the RAA by the Owner as evidenced by his signature, an amount of \$655,000 will be available to the Owner for payment on demand.

- H. Prior to or during the course of remedial action at the Vicinity Property, DOE and the State may determine that any resident of the Vicinity Property is entitled to relocation assistance payments. Such relocation assistance payments in support of said residents removing themselves from the Vicinity Property during all or part of the remedial action activities thereon may be used for temporary sleeping accommodations, meals, and other daily living expenses at a location other than the Vicinity Property. Entitlement of these relocation assistance payments will be in accordance with the following schedule:
1. Per Diem as follows: None
 2. The Structure will remain occupied during the remedial action. The DOE will use its best efforts to assure safe access to the building at all times while remedial action is in progress.
- I. Radiologic sampling and analysis of the site will be performed by DOE in order to certify that the uranium mill tailings or other residual radioactive materials have been removed from the Vicinity Property in accordance with the EPA Standards.
- J. Restoration of any utility service lines disturbed during remedial action and inspection to assure that they function properly as well as meet local code requirements.
- K. Backfilling of the affected areas to their original grades prior to the start of fixture replacement and landscaping where required.

- L. Importing and finish grading of a minimum of twelve (12) inches of topsoil in those areas to be landscaped except in those cases where remedial excavation is shallower.
- M. Trees located within the areas of remedial action shall be considered as residual radioactive material and shall be removed and replaced with trees of like species, in sizes normally available from local nurseries. The replacement trees shall not exceed the sizes of the trees removed. In the event that the Owner wishes the trees to remain, an attempt will be made to save the trees by hand excavation. HOWEVER, the DOE, State, their contractors, and subcontractors shall not be liable in any manner for consequences to the trees or consequential damages occasioned by reason of attempts to save the trees and meet the EPA standards. An initial attempt to save the trees will be made by excavating to a six-inch depth within the safe working radius as determined by one foot of radius for each one inch of radius of the trunk measured at six inches above ground level. If the initial attempt to save the trees in this manner does not result in remedial action which meets the EPA standards, the trees will be removed and replaced as stated above, or if the Owner still wishes for the trees to remain, further hand excavation shall be performed to the extent required to meet the EPA standards.
- N. Landscaping of the property to a condition as closely resembling the conditions prior to beginning remedial action as possible. Lawns will be replaced with sod.
- O. Re-establishment of any permanent fencing removed during cleanup work.
- P. Return or replacement of property items removed during the course of remedial action.
- Q. Removal of temporary safety/security fencing, if installed.
- R. Final inspection and approval (Owner will be included).

JB060590
G90049RA.P3:375A:OA
REV030290

orig. to City Clerk
11/8/95
etc

DOE Agreement No.: DE-R004-90AL58112
DOE/State of Colorado, Cooperative
Agreement No.: DE-FC04-81AL16257
DOE ID NUMBER: GJ-90049-CC

MODIFICATION 3

Pursuant to the provisions of Appendix B of the Remedial Action Agreement, including Modification 2, for the above referenced property located at 1001 South Third Street and 2593 and 2595 Fourth Avenue, Grand Junction, Colorado, Phases III and IV remedial action will be performed as follows.

Refer to the following abridged drawing number(s) attached to this Modification and incorporated herein by reference: E02645 and E02646. (Includes four drawings supplied by the City of Grand Junction pertaining to sewer line installation.)

1. Page B-3 of Appendix B is hereby changed as follows:

In accordance with City of Grand Junction letter dated December 31, 1991, delete Paragraph J in its entirety and insert the following in lieu thereof:

The U.S. Department of Energy (DOE) shall charge its Prime Remedial Action Contractor (Prime Contractor) to remove the south interceptor line (30-inch reinforced concrete pipe (RCP) sewer line) and install a new 27-inch poly vinyl chloride (PVC) sewer line in a corridor adjacent to, and north of, the River Trunk Line (21-inch RCP combined sewer line). In addition, portions of the River Trunk Line that are embedded with mill tailings shall be removed and replaced with new PVC sewer line section(s) as required. Installation of the pipe shall include connections to the existing sewer and installation of new manholes as shown on the drawings. The Owner shall be responsible for the construction inspection and the final acceptance of the installed sewer lines and manholes.

Because the Owner desires to upgrade the sewer lines, the Owner agrees to cost share in the work performed. Accordingly, the Owner may either:

- a. Reimburse the DOE through its Prime Contractor in the total amount of the line item bids for the sewer line pipe, manholes and labor associated with the installation of the sewer line pipe and manholes submitted in the bid form of the Subcontractor receiving the contract award for this project; or,
- b. The Owner may deliver the required materials to the job site in a timely manner and reimburse the DOE through its Prime Contractor the line item bid for labor submitted in the bid form of the Subcontractor receiving the contract award for this effort.

In the event that the Owner chooses option (b) above, the Owner agrees to be responsible for any documented costs associated with delays for not delivering the required materials in a timely manner and any documented costs associated with non-conformance or non-suitability of materials.


2. All other terms and conditions as set forth in the RAA signed June 26, 1990 and Modification 2, thereto, shall remain in full force and effect.

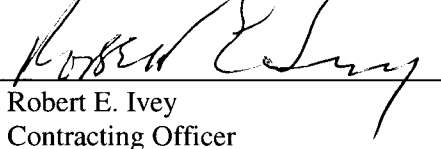
DOE Agreement No.: DE-R004-90AL58112
DOE/State of Colorado, Cooperative
Agreement No.: DE-FC04-81AL16257
DOE ID NUMBER: GJ-90049-CC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH
AND ENVIRONMENT

THE UNITED STATES OF AMERICA
U. S. DEPARTMENT OF ENERGY

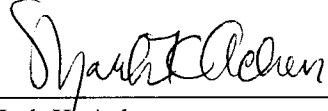
By: 
G. A. Franz III
Hazardous Materials & Waste
Management Division
Colorado Department of Public Health
and Environment

By: 
Robert E. Ivey
Contracting Officer
P. O. Box 2567
Grand Junction, CO 81502

Date: 10-31-95

Date: 9/26/95

OWNER: CITY OF GRAND JUNCTION

By: 
Mark K. Achen
City Manager
250 North 5th Street
Grand Junction, Colorado 81501

Date: 10/27/95

September 26, 1995
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