



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
106 SOUTH 15TH STREET
OMAHA, NEBRASKA 68102-1618

REPLY TO
ATTENTION OF:

November 21, 2001

Real Estate Division

SUBJECT: Agreement of Transfer, U.S. Army Reserve Compound

U.S. Department of Energy
Grand Junction Office
Attn: Mr. Larry Arnold
2597 B ¼ Road
Grand Junction, CO. 81503



Dear Mr. Arnold:

Enclosed is your executed copy of the Agreement of Transfer between your agency and the U.S. Department of the Army. As requested the document was signed by our contracting officer and notarized.

Thank you for your help in this matter. If you have further questions you may contact me at (402) 221-4376, FAX 7760 or e-mail: john.g.whalley@usace.army.mil.

Once again, thanks again for your time and help.

Sincerely,

John G. Whalley
Real Estate Division

Enclosure

Copy Furnished (wo/enclosure)

U.S. Army Reserve
96th Regional Support Command
Stephen A. Douglas AFRC
Attn: AFRC-CUT-ENP-R (Dave Pope)
Salt Lake City, UT 84113-5007

AGREEMENT OF TRANSFER
FROM
UNITED STATES DEPARTMENT OF ENERGY
TO
UNITED STATES DEPARTMENT OF THE ARMY

THIS AGREEMENT OF TRANSFER, made and entered into this 1st day of November, 2001, by and between the United States Department of Energy (hereinafter referred to as "DOE"), and the United States Department of the Army (hereinafter referred to as "Army").

WITNESSETH

WHEREAS, DOE is authorized by Section 161g of the Atomic Energy Act of 1954, Public Law 83-703, as amended, to transfer the property shown and described at Exhibits A and B, attached to and made a part of this agreement, and

WHEREAS, Army is authorized to accept this property pursuant to Title 10 U.S.C., Section 18233, DOD Directive 4165.6F.1b, Federal Property Management Regulation 101-47.201-2, and Army Regulations AR 405-10, and AR 140-483, and

WHEREAS, DOE is willing to transfer said property and Army is willing to assume possession, custody, and control of the property shown and described at Exhibits A and B, subject to those certain agreements outlined in the "Letter of Transfer, Portion of Department of Energy Facilities, Grand Junction, Colorado, dated March 15, 2000," and

WHEREAS, it is acknowledged by the parties hereto that easements for utility lines (electric, gas, water, sanitary sewer, and storm drainage) are located across said property. Maps and legal descriptions of these easements have been prepared and recorded in the Official Records of Mesa County, Colorado, copies of which are attached hereto at Exhibit C. The Army recognizes and honors these easements and hereby grants access rights to the interest owner for the purpose of installation, operation, maintenance, repair, and/or replacement, and

WHEREAS, it is recognized by the parties hereto that the groundwater underlying the property is contaminated, that the DOE has continuing responsibilities for groundwater monitoring, and the Army hereby agrees not to use the groundwater for any purpose. Further, the DOE acknowledges its continuing environmental responsibilities, and the Army acknowledges and honors all environmental restrictions that are set forth in Exhibit D, attached hereto.

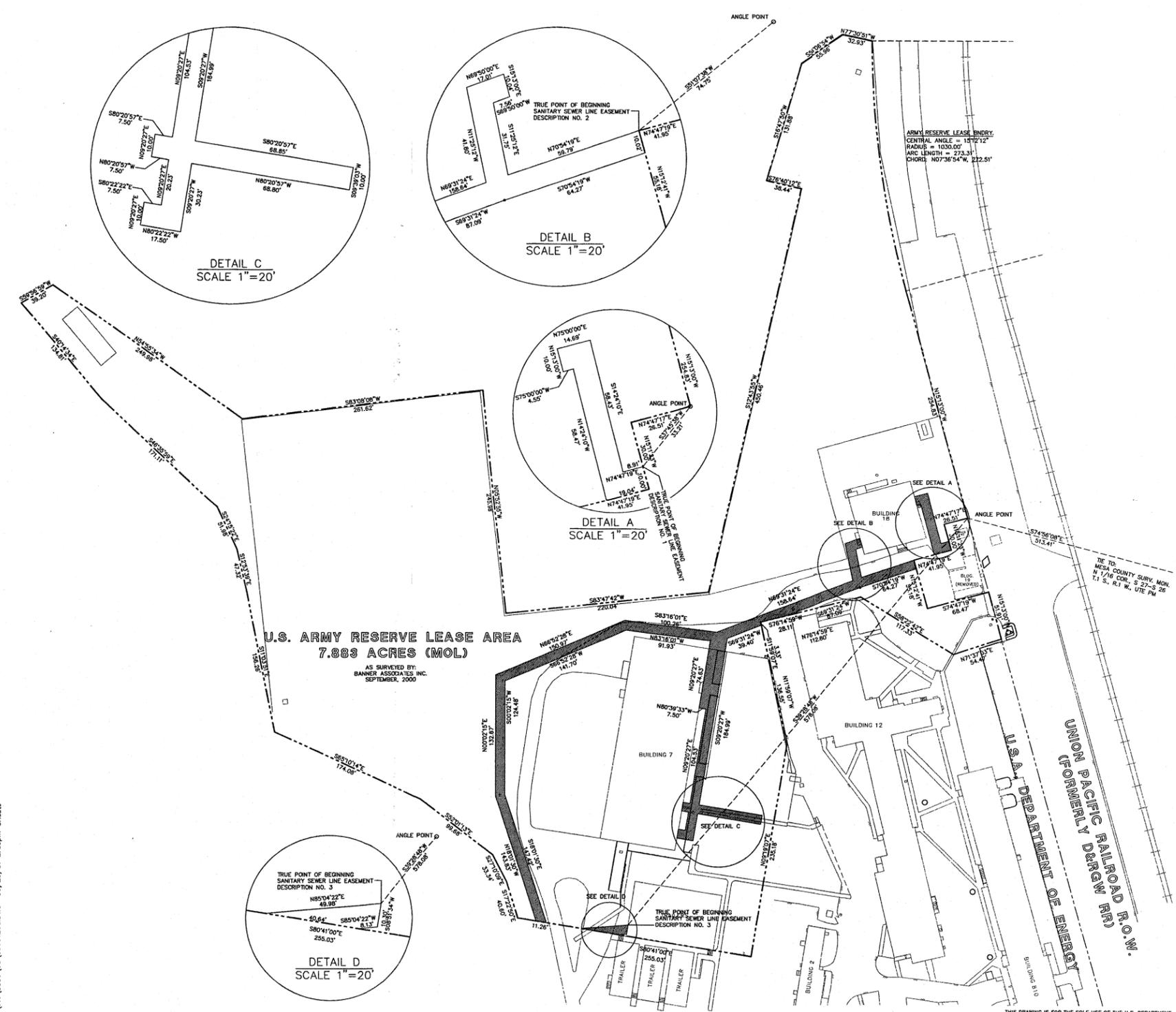
NOW THEREFORE, in consideration of the foregoing promises and mutual covenants, the parties hereto covenant and agree as follows:

1. DOE hereby assigns and transfers to Army, the right of possession, control and custody of, and all other rights, title or interest that it may have in and to the property located in Grand Junction, Colorado, and more particularly described in the description of the transfer area attached hereto and incorporated herein at Exhibits A and B, and to any and all improvements located thereon.
2. Army hereby accepts possession, control, and custody of the property described at Exhibits A and B.

EXHIBIT B. REAL PROPERTY INVENTORY

NAME OF FACILITY	TOTAL MEASUREMENT
Army Reserve Center	GROSS SF = 18,380
Building Dimensions	81'9" X 224'10"
No. Floors	2
Air Conditioning	
Make/Type	3 Trane Rooftop Units
Capacity	1960 CFM 6300 CFM 7200 CFM
SQ YD Air Conditioned	~2,000 SY
Heating	
Boiler-Type	Hot Water
Fuel - GAS/ELEC	Natural Gas
Hot Water Facilities	
Capacity/Gal. (Tank)	86 GAL
Temperature Rise 120 °F	168 gal/hr
Fire Protection	
Type - Alarm System - Make	Cerberus Pyrotronics
Fire Extinguishers	6 EA
Materials used	
Foundation	Reinforced Concrete
Floor	Reinforced Concrete
Walls	Concrete Block/Steel Frame
Roof	Pitched
Roof Surface	Urethane Foam/Diathon
Base	Metal Joists/Wood Sheathing
Main Building	Metal Siding/Concrete Block
Utility Connections	
Water - Size Line	2"
Sewer Line - Size	4"
Electricity - Size (3PH) #4	1000 AMPS
Gas - Size - Entrance	1 ¼"
Miscellaneous Items	
Security Light, Exterior	10 EA
Roads, surfaced	240 SY
Org Vehicle Parking, UnSurfaced	22,253 SY
Sidewalks, Surfaced	940 SY
Pads-Concrete	897 SY
In-Ground Loading Dock (fenced)	L 55'6" W 13'8" D 4'6"
Fencing	2233'
Land	7.969 Acres

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ROMEKA TODD CLK® MESA COUNTY CO
REF FEE \$10.00
DOCUMENTARY FEE \$600.00



DESCRIPTION OF SANITARY SEWER LINE EASEMENT:
 BOUNDARY DESCRIPTION FOR A SANITARY SEWER LINE EASEMENT (BEING GENERALLY 10 FEET IN WIDTH) ACROSS THE GRAND JUNCTION DEPARTMENT OF ENERGY/ARMY RESERVE LEASE AREA PARCEL WITHIN G.L.D. LOTS 1 AND 2, SECTION 27, TOWNSHIP 37 SOUTH, RANGE 1 WEST, UTE P.M., MESA COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

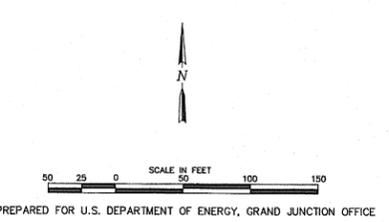
BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD WHENCE THE NORTH 1/16 CORNER ON THE EAST LINE OF SAID SECTION 27 BEARS S 74°56'00" E, 513.41 FEET, SAID ANGLE POINT BEING THE COMMENCEMENT POINT OF THE ARMY RESERVE LEASE AREA BOUNDARY SURVEY BY BANNER ASSOCIATES INC., GRAND JUNCTION, COLORADO, SEPTEMBER, 2000;

- SANITARY SEWER LINE EASEMENT DESCRIPTION NO. 1**
 THENCE S 37°45'38" W, 33.21 FEET TO A POINT ON THE BOUNDARY OF THE ARMY RESERVE LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING EIGHT (8) COURSES:
- 1) THENCE S 15°11'23" E, 10.00 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 2) THENCE S 74°47'19" W, 19.04 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 3) THENCE N 14°24'10" W, 58.47 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 4) THENCE S 70°00'00" E, 14.89 FEET;
 - 5) THENCE N 15°13'00" W, 10.00 FEET;
 - 6) THENCE S 70°00'00" E, 14.89 FEET;
 - 7) THENCE S 14°24'10" E, 58.43 FEET;
 - 8) THENCE N 74°47'19" E, 8.91 FEET TO THE TRUE POINT OF BEGINNING.

- SANITARY SEWER LINE EASEMENT DESCRIPTION NO. 2**
 AND ALSO BEGINNING AT SAID ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA THENCE S 51°07'35" W, 74.75 FEET TO A POINT ON THE BOUNDARY OF THE ARMY RESERVE LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING THIRTY-SEVEN (37) COURSES:
- 1) THENCE S 15°12'41" E, 10.02 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 2) THENCE S 70°54'19" W, 64.27 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 3) THENCE S 69°31'24" W, 67.09 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 4) THENCE S 78°14'59" W, 28.11 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 5) THENCE S 11°59'07" E, 3.33 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 6) THENCE S 69°31'24" W, 38.40 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 7) THENCE S 09°20'27" W, 184.99 FEET;
 - 8) THENCE S 80°20'57" E, 68.69 FEET;
 - 9) THENCE S 09°39'03" W, 10.00 FEET;
 - 10) THENCE N 80°20'57" W, 68.69 FEET;
 - 11) THENCE S 09°20'27" W, 30.23 FEET;
 - 12) THENCE N 80°22'22" W, 17.50 FEET;
 - 13) THENCE N 09°20'27" E, 10.00 FEET;
 - 14) THENCE S 80°22'22" E, 7.50 FEET;
 - 15) THENCE N 09°20'27" E, 20.23 FEET;
 - 16) THENCE N 80°20'57" W, 7.50 FEET;
 - 17) THENCE N 09°20'27" E, 10.00 FEET;
 - 18) THENCE S 80°20'57" E, 7.50 FEET;
 - 19) THENCE N 09°20'27" E, 104.53 FEET;
 - 20) THENCE N 80°20'57" W, 7.50 FEET;
 - 21) THENCE N 09°20'27" E, 74.63 FEET;
 - 22) THENCE N 83°16'01" W, 91.83 FEET;
 - 23) THENCE S 86°32'28" W, 141.70 FEET;
 - 24) THENCE S 00°02'15" W, 124.48 FEET;
 - 25) THENCE S 18°01'00" E, 147.42 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 26) THENCE N 80°41'00" W, 11.26 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 27) THENCE N 09°10'30" W, 143.83 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 28) THENCE N 00°02'15" E, 132.67 FEET;
 - 29) THENCE N 86°32'28" E, 150.97 FEET;
 - 30) THENCE S 83°16'01" E, 100.26 FEET;
 - 31) THENCE N 69°31'24" E, 158.64 FEET;
 - 32) THENCE N 11°25'12" W, 41.60 FEET;
 - 33) THENCE N 69°50'00" E, 17.01 FEET;
 - 34) THENCE S 15°13'00" E, 10.04 FEET;
 - 35) THENCE S 69°50'00" W, 7.58 FEET;
 - 36) THENCE S 11°25'12" E, 31.75 FEET;
 - 37) THENCE N 70°54'19" E, 59.79 FEET TO THE TRUE POINT OF BEGINNING.

- SANITARY SEWER LINE EASEMENT DESCRIPTION NO. 3**
 AND ALSO BEGINNING AT SAID ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA; THENCE S 39°28'48" W, 578.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:
- 1) THENCE S 05°51'34" W, 10.30 FEET;
 - 2) THENCE N 85°04'22" W, 8.13 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 3) THENCE N 80°41'00" W, 40.64 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
 - 4) THENCE N 85°04'22" E, 48.98 FEET TO THE TRUE POINT OF BEGINNING.

TO THE MESA COUNTY SURV. MON. N 1/4 COR. S 27-26 T.1 S., R.1 W., UTE P.M.

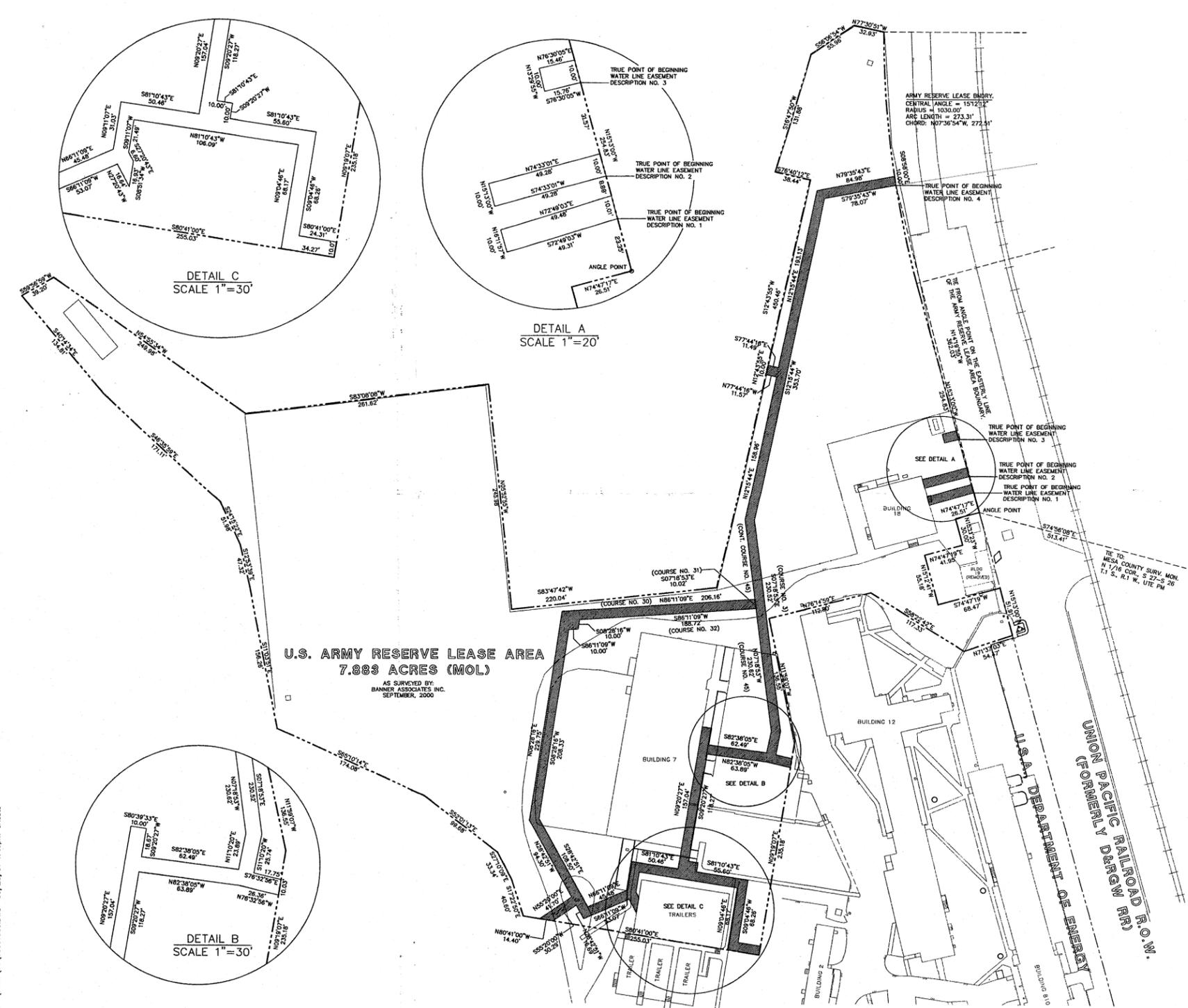


masco-ors		U.S. DEPARTMENT OF ENERGY	
PROJECT LOCATION: DOE-GJPO 2597 B 3/4 ROAD GRAND JUNCTION, COLO.		APPROVALS DATE: 06-28-01 BY: J.L. GREY	
PROPERTY OWNER: U.S. ARMY RESERVE LEASE AREA UTILITIES		FOR: MAP AND DESCRIPTION	
PROJECT MANAGER: SANTARY SEWER LINE EASEMENTS		PROJECT NO.: TS-111-0036-05-000	
DATE OF PREPARATION: 06/28/01		SHEET NO.: 1 of 1	

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THIS DRAWING IS FOR THE SOLE USE OF THE U.S. DEPARTMENT OF ENERGY AND ITS CONTRACTORS. IT IS NOT A LAND SURVEY PLAT, UTILITY LOCATION PLAT, OR OTHER IMPROVEMENT SURVEY PLAT AND IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINE.

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MONIKA LOBB CLK&REC TUSA COUNTY CO
BOOK FEE \$10.00
DOCUMENTARY FEE \$EXEMPT



DESCRIPTION OF WATER LINE EASEMENT:

BOUNDARY DESCRIPTION FOR A WATER LINE EASEMENT (BEING GENERALLY 10 FEET IN WIDTH) ACROSS THE GRAND JUNCTION DEPARTMENT OF ENERGY/ARMY RESERVE LEASE AREA PARCEL WITHIN G.L.O. LOTS 1 AND 7, SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE P.M., MESA COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD WHENCE THE NORTH 1/4 CORNER ON THE EAST LINE OF SAID SECTION 27 BEARS S 74°56'08" E, 513.41 FEET, SAID ANGLE POINT BEING THE COMMENCEMENT POINT OF THE ARMY RESERVE LEASE AREA BOUNDARY SURVEY BY BANNER ASSOCIATES INC., GRAND JUNCTION, COLORADO, SEPTEMBER, 2000.

WATER LINE EASEMENT DESCRIPTION NO. 1

THENCE N 15°37'00" W, 23.35 FEET, ALONG THE SAID ARMY RESERVE LEASE AREA BOUNDARY TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

- 1) THENCE S 72°49'03" W, 49.31 FEET;
- 2) THENCE N 15°17'00" W, 10.00 FEET;
- 3) THENCE N 72°49'03" E, 49.48 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 4) THENCE S 15°37'00" E, 10.01 FEET TO THE TRUE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION NO. 2

AND ALSO, BEGINNING AT SAID ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA; THENCE N 15°37'00" W, 42.24 FEET ALONG THE BOUNDARY OF THE ARMY RESERVE LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

- 1) THENCE S 74°33'01" W, 49.28 FEET;
- 2) THENCE N 15°37'00" W, 10.00 FEET;
- 3) THENCE N 74°33'01" E, 49.28 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 4) THENCE S 15°37'00" E, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION NO. 3

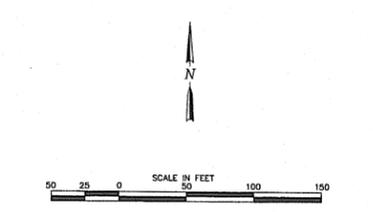
AND ALSO, BEGINNING AT SAID ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA; THENCE N 15°37'00" W, 83.81 FEET ALONG THE BOUNDARY OF THE ARMY RESERVE LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

- 1) THENCE S 76°30'05" W, 15.76 FEET;
- 2) THENCE N 15°37'00" W, 10.00 FEET;
- 3) THENCE N 76°30'05" E, 15.46 FEET TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 4) THENCE S 15°37'00" E, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION NO. 4

AND ALSO, BEGINNING AT SAID ANGLE POINT ON THE EASTERLY LINE OF THE ARMY RESERVE LEASE AREA; THENCE N 14°15'55" W, 352.03 FEET TO A POINT ON THE BOUNDARY OF THE ARMY RESERVE LEASE AREA AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FIFTY-TWO (52) COURSES:

- 1) THENCE S 79°35'43" W, 78.07 FEET;
- 2) THENCE S 12°15'44" W, 352.70 FEET;
- 3) THENCE S 07°18'53" E, 230.52 FEET;
- 4) THENCE S 11°10'20" W, 25.74 FEET;
- 5) THENCE S 76°32'56" E, 17.75 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 6) THENCE S 09°10'07" W, 10.03 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
- 7) THENCE N 76°32'56" W, 26.36 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
- 8) THENCE N 82°38'05" W, 63.89 FEET;
- 9) THENCE S 09°20'27" W, 118.27 FEET;
- 10) THENCE S 81°16'43" E, 10.00 FEET;
- 11) THENCE S 09°20'27" W, 10.00 FEET;
- 12) THENCE S 81°16'43" E, 55.60 FEET;
- 13) THENCE S 09°04'46" W, 68.26 FEET;
- 14) THENCE S 80°41'00" E, 24.31 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 15) THENCE S 09°10'07" W, 10.00 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
- 16) THENCE N 80°41'00" W, 34.27 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
- 17) THENCE N 09°04'46" E, 68.17 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
- 18) THENCE N 81°16'43" W, 108.09 FEET;
- 19) THENCE S 09°10'07" W, 21.49 FEET;
- 20) THENCE S 27°20'43" E, 6.80 FEET;
- 21) THENCE S 08°51'34" W, 16.93 FEET;
- 22) THENCE N 27°20'43" W, 16.84 FEET;
- 23) THENCE S 81°16'43" W, 53.07 FEET;
- 24) THENCE N 28°42'51" W, 16.89 FEET;
- 25) THENCE S 50°20'00" W, 30.29 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 26) THENCE N 80°41'00" W, 14.40 FEET, ALONG THE ARMY RESERVE LEASE AREA BOUNDARY;
- 27) THENCE N 55°20'00" E, 41.70 FEET, DEPARTING FROM THE ARMY RESERVE LEASE AREA BOUNDARY;
- 28) THENCE N 80°41'00" W, 94.50 FEET;
- 29) THENCE N 08°28'16" E, 229.75 FEET;
- 30) THENCE N 81°16'43" E, 208.18 FEET, TO A POINT ON HEREIN AFTER DESCRIBED COURSE NO. 45;
- 31) THENCE S 07°18'53" E, 10.02 FEET, ALONG HEREIN AFTER DESCRIBED COURSE NO. 45;
- 32) THENCE S 88°11'09" W, 188.72 FEET, DEPARTING FROM HEREIN AFTER DESCRIBED COURSE NO. 45;
- 33) THENCE S 08°28'16" E, 10.00 FEET;
- 34) THENCE S 88°11'09" W, 10.00 FEET;
- 35) THENCE S 08°28'16" E, 208.93 FEET;
- 36) THENCE S 28°42'51" E, 108.50 FEET;
- 37) THENCE N 81°16'43" W, 45.48 FEET;
- 38) THENCE N 09°11'07" E, 31.03 FEET;
- 39) THENCE S 81°16'43" E, 50.46 FEET;
- 40) THENCE N 08°20'27" E, 157.04 FEET;
- 41) THENCE S 80°38'33" E, 10.00 FEET;
- 42) THENCE S 09°20'27" W, 18.87 FEET;
- 43) THENCE S 82°38'05" E, 62.49 FEET;
- 44) THENCE N 17°10'20" E, 23.89 FEET;
- 45) THENCE N 07°18'53" W, 230.63 FEET;
- 46) THENCE N 12°15'44" E, 158.96 FEET;
- 47) THENCE N 77°44'16" W, 11.97 FEET;
- 48) THENCE N 12°43'55" E, 10.00 FEET;
- 49) THENCE S 77°44'16" E, 11.49 FEET;
- 50) THENCE N 12°15'44" E, 193.13 FEET;
- 51) THENCE S 73°43'43" E, 84.98 FEET, TO A POINT ON THE ARMY RESERVE LEASE AREA BOUNDARY;
- 52) THENCE S 08°58'00" W, 10.00 FEET TO THE TRUE POINT OF BEGINNING.



PREPARED FOR U.S. DEPARTMENT OF ENERGY, GRAND JUNCTION OFFICE

master-cis		U.S. DEPARTMENT OF ENERGY	
PROJECT LOCATION: DOE-GJPO 2597 S 3/4 ROAD GRAND JUNCTION, COLO.		APPROVALS: BY: J.L. GREST DATE: 06-28-01	
PROJECT NUMBER: LTS-111-0036-05-000		PROJECT TITLE: U.S. ARMY RESERVE LEASE AREA UTILITIES	
DATE CHECKED: S00610-R00-U01-D+		MAP AND DESCRIPTION FOR: WATER LINE EASEMENTS	
		SHEET: 1 OF 1	

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EXHIBIT D. ENVIRONMENTAL RESPONSIBILITIES

- 1) **Liability:** DOE acknowledges that one of the purposes of this Agreement of Transfer is to ensure that the Army does not assume any of the United States Government's potential liability or responsibility for contamination nor have any obligation to undertake the United States Government's defense or payment of any claim or action, whether in existence now or brought in the future, caused by the use, storage, management, release, or disposal of hazardous materials, substances, wastes, petroleum products or any contamination thereof (including any use, storage, management, release, or disposal of such that occurs during any subsequent environmental remediation) on any portion of the property for activities directly related to the DOE prior to its transfer to the Department of Defense, including any contamination not presently known but subsequently discovered after transfer of the property to the Army and determined to be attributable to DOE or other non-Army activities. For purposes of this Agreement of Transfer, the term "hazardous substance(s)" means any substance or material that is identified or designated as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., including, but not limited to, all substances referred to in Article 7.
- 2) **Existing Contaminants:** With respect to contaminants existing on the DOE site as of the Date of Transfer, DOE shall complete and retain all of the United States Government's responsibility and potential liability, as required by law and regulation, for the costs of implementing environmental investigations, cleanup, restoration, maintenance, monitoring, and closure requirements for the property. DOE shall retain remediation responsibility in the event a release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative should occur as a result of DOE activities or the existence of such contamination on the DOE site before the Date of Transfer or as a result of DOE efforts to remediate or dispose of the contamination after transfer, except as otherwise specifically provided herein. The DOE will be responsible for conducting all remedial action necessary to protect human health and the environment in accordance with applicable laws and regulations. The Army shall assume no liability or costs arising out of or related to such on-site contamination. DOE reserves the right to enter upon the property in order to fulfill its responsibilities pursuant to this transfer, provided, however, that except in the case of an emergency, DOE shall notify the Army of its intent to enter upon the property and shall arrange to do so at a time and in a manner that is mutually agreeable to both parties.
- 3) **Asbestos:** DOE represents, to the best of its knowledge, that no non-friable asbestos or asbestos-containing materials (collectively referred to as "ACM") remain in Building 7. The DOE has conducted a "due diligence" investigation of Building 7, and all identified or known ACM was removed prior to the building being transferred to the U.S. Army Reserve.
- 4) **Lead-Based Paint:** DOE represents that lead-based paint is known to exist on the metal columns and structural steel in Building 7. Due to the building's age, lead-based paint is also expected to exist in other areas, such as window frames, piping, hangers, etc. The paint on any steel member, or any other area suspected of containing lead-based paint, should be removed

with a chemical process prior to any welding, grinding, or any other activity that could cause the lead-based paint to become airborne.

- 5) **Groundwater:** The groundwater underlying the property is known by both parties to be contaminated with elevated levels of certain constituents resulting from the historical stockpiling of uranium ore and the disposal of process wastes from milling and concentrating activities. DOE represents that the alluvial groundwater aquifer underneath the facility does contain uranium and heavy metals in excess of Clean Water Act Standards, as set forth at 40 CFR 192. Following removal of the source of contamination, the accepted remedial action for eliminating the contamination is the natural flushing of the groundwater over a period of 50–80 years (anticipated to be within regulatory standards between the years 2050 and 2080). Risk assessments performed concluded that the contaminants posed a threat to human health only if ingested by drinking the water. The U.S. Army shall not engage in any disturbance or use of any untreated groundwater underlying the property, or of any surface expressions thereof, including the drilling of wells, the excavation of soils that expose groundwater, or the diversion of groundwater through any means without express written consent of the U.S. Department of Energy. This also includes, but is not limited to, restrictions on excavation of the underlying soils for their gravel content. Any request by the Army for consent to disturb or use any untreated groundwater underlying the property, or any surface expressions thereof, must include water quality data and a human health and ecological risk evaluation.