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LAW OFFICE  
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THOMAS F. MCFARLAND

June 26, 2015

By e-filing

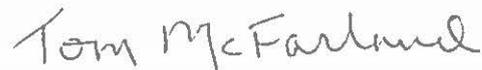
Ms. Cynthia T. Brown, Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, DC 20423

Re: STB Docket No. AB-1128X, *Energy Solutions, LLC, d.b.a. Heritage Railroad Corporation -- Abandonment Exemption -- in Anderson and Roane Counties, TN*

Dear Ms. Brown:

Hereby transmitted is Supplemental Information Required By Decision Served June 5, 2015 for filing with the Board in the above referenced matter.

Respectfully submitted,



Thomas F. McFarland  
*Attorney for Petitioner*

*TMcF:mg:enc:wp8.0\1635\trSTB1*

cc: John Potter, Esq., *jlpotter@energysolutions.com*  
Mr. Mike Lahr, *lmlahr@energysolutions.com*

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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ENERGYSOLUTIONS, LLC, d.b.a. )  
HERITAGE RAILROAD CORPORATION )  
-- ABANDONMENT EXEMPTION -- ) DOCKET NO. AB-1128X  
RAIL LINE OF UNITED STATES )  
DEPARTMENT OF ENERGY IN )  
ANDERSON AND ROANE COUNTIES,  
TN )

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**SUPPLEMENTAL INFORMATION REQUIRED BY  
DECISION SERVED JUNE 5, 2015**

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ENERGYSOLUTIONS, LLC  
d.b.a. Heritage Railroad Corporation  
1560 Bear Creek Road  
Oak Ridge, TN 37830

Petitioner

THOMAS F. McFARLAND  
THOMAS F. McFARLAND, P.C.  
208 South LaSalle Street, Suite 1890  
Chicago, IL 60604-1112  
(312) 236-0204 (office)  
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Attorney for Petitioner

Date Filed: June 26, 2015

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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ENERGYSOLUTIONS, LLC, d.b.a.            )  
HERITAGE RAILROAD CORPORATION        )  
-- ABANDONMENT EXEMPTION --         )     DOCKET NO. AB-1128X  
RAIL LINE OF UNITED STATES            )  
DEPARTMENT OF ENERGY IN            )  
ANDERSON AND ROANE COUNTIES,  
TN

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**SUPPLEMENTAL INFORMATION REQUIRED BY  
DECISION SERVED JUNE 5, 2015**

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As required by the Board's decision served June 5, 2015, *Energy Solutions*, LLC (ES) hereby files supplemental information.

**NATURE OF ES's PROPERTY OF INTEREST**

The first area of required supplemental information is described as follows (decision at 2):

... ES is directed to file supplemental information describing, in detail, the ownership of the Line and providing copies of relevant agreements with citations to the relevant portions. ES should explain whether its interest is a perpetual easement or a lease and should identify who owns the track material on the Line and who owns the real estate under the Line.

**Supplemental Information**

The real estate under the Line is owned by the United States Department of Energy (DOE). ES operates over the Line pursuant to an Easement for Right of Way granted by DOE to Heritage Railroad Corporation, Inc. (Heritage) on October 17, 2002, which was assigned by Heritage to ES on September 15, 2009. The track material in the Line is owned by ES.

It was mistakenly stated that Heritage leased the Line from DOE in a Verified Notice of Exemption filed on July 1, 2003 in Docket No. FD 34372, *Heritage Railroad Corp. -- Lease and Operation Exemption -- Rail Line of United States Department of Energy*. As stated above, as of October 17, 2002, Heritage operated over the Line pursuant to an Easement for Right of Way granted to it by DOE on that date. Counsel apologizes for the error.

Attached hereto are copies of the Easement for Right of Way and the Assignment referred to above. Reference is made to the grant of easement on page 1 of the Easement for Right of Way where it is stated that the easement is to be used for providing and maintaining railroad services at East Tennessee Technology Park, which is located at the end of the Line at Oak Ridge, TN. The Assignment clearly transferred authority to operate over the Line from Heritage to ES.

Inasmuch as ES's property interest in the Line is an easement rather than a lease, abandonment authority is appropriate rather than discontinuance authority. *See Paulsboro Refining Co., LLC -- Adverse Abandonment -- in Gloucester, NJ*, 2014 WL 6774680 (Docket No. AB-1095 [Sub-No. 1], decision served Dec. 4, 2014), at \*6, n.16.

### **NATURE OF TRANSPORTATION POST-ABANDONMENT**

The second area of supplemental information is described as follows (decision at 2):

... ES is directed to explain, citing to relevant precedent, why ES could serve multiple parties for hire on a contract basis after abandonment or discontinuance authority is consummated and why such service should be considered private carriage.

There is no question that post-abandonment transportation under contract is not subject to the Board's jurisdiction. *See, e.g., Consolidated Rail Corp. -- Petition for Declaratory Order*, 1 ICC 2d 284, 285 (1984).

However, it appears to be incorrect for counsel for ES to have referred to such transportation as private carriage. Such transportation should have been referred to as contract carriage. Private transportation refers to carriage of one's own goods. Contract carriage refers to unregulated non-common-carrier transportation of goods owned by others. The transportation to be provided by ES post-abandonment is correctly referred to as contract carriage, not private carriage. Counsel for ES apologizes to the Board for the confusion caused by the incorrect reference to private carriage.

Respectfully submitted,

ENERGYSOLUTIONS, LLC  
d.b.a. Heritage Railroad Corporation  
1560 Bear Creek Road  
Oak Ridge, TN 37830

Petitioner



THOMAS F. McFARLAND  
THOMAS F. McFARLAND, P.C.  
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(312) 201-9695 (fax)  
[mcfarland@aol.com](mailto:mcfarland@aol.com)

Attorney for Petitioner

Date Filed: June 26, 2015

**CERTIFICATE OF SERVICE**

I hereby certify that on June 26, 2015, I served a copy of the foregoing Supplemental Information Required By Decision Served June 5, 2015, by first-class, U.S. mail, postage prepaid, to the following:

Mr. David Adler, MS-EM-92  
U.S. Department of Energy  
P.O. Box 2001  
Oak Ridge, TN 37831-2001

Olin Chlro Alkali Products  
Attn: Lise Filteau  
Logistics Fleet Specialist - Rail  
2020 University - Suite 2190  
Montreal, Quebec H3A 2A5

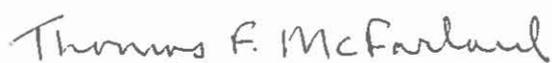
Greenfield Logistics, LLC  
P.O. Box 910332  
St. George, UT 84791

Southern Appalachia Railway Museum  
P.O. Box 6756  
Oak Ridge, TN 37831

BNSF Logistics  
1600 Lakeside Parkway, Suite 100  
Flower Mound, TX 75028

Oak Ridge National Laboratory  
P.O. Box 2008  
Oak Ridge, TN 37831

U.S. Department of Energy  
P.O. Box 109  
West Mifflin, PA 15122-0109



\_\_\_\_\_  
Thomas F. McFarland

New ES  
f Me  
1635

REAL ESTATE EASEMENT NO.  
REORDOER-2-02-0603

DEPARTMENT OF ENERGY

EASEMENT FOR RIGHT-OF-WAY

PROJECT: OAK RIDGE RESERVATION, TN  
PURPOSE: RAILROAD LINE, EAST TENNESSEE TECHNOLOGY PARK

THE DEPARTMENT OF ENERGY, designated as the "Grantor", having determined that the granting of this instrument on the terms and conditions herein stated is not incompatible with the public interest, hereby grants to Heritage Railroad Corporation, Inc., its successors and assigns, designated as the "Grantee", an easement for a right-of-way across Government-owned land and facilities, together with ingress and egress, to be used for providing and maintaining railroad services at the East Tennessee Technology Park. This area contains approximately 26.50 acre(s) and is described and delineated on Exhibits "A" and "B," both of which are made a part of this Easement.

THIS EASEMENT is granted subject to the following terms and conditions:

1. TERM/TERMINATION RIGHTS - This Easement shall be effective upon execution by the Department of Energy and shall be for an indefinite term. This Easement may be terminated by the Grantor upon reasonable notice to the Grantee if the Grantor shall determine that the right-of-way granted interferes with the use or disposal of a portion or all of the easement premises by the Grantor, or it may be terminated by the Grantor for failure, neglect, or refusal by the Grantee to fully and promptly comply with any and all of the conditions of this Easement, or for nonuse, or for abandonment. The Grantee may relinquish this easement if the facilities located on the easement premises are not transferred to the Grantee or if the Lease is not renewed.
2. AUTHORIZED REPRESENTATIVES - The Grantor's representative shall be the Realty Officer, AD-42, Oak Ridge Operations Office, P.O. Box 2001 in Oak Ridge, Tennessee 37831 (865-576-4431). The Grantee's representative shall be Jeff Deardorff, President, Heritage Railway Corporation Inc., East Tennessee Technology Park, 2010 Highway 58, Suite 2010, Oak Ridge, TN 37830 (865-241-9890). Any changes in the designated representatives or in their respective addresses shall be given in writing to the other.
3. NOTICE - No notice, order, direction, determination, requirement, consent, or approval under this Easement shall be of any effect, within the restrictions of this Easement, unless provided in writing to the authorized representative at the address set out in Condition 2.
4. PROVISIONS OF EASEMENT GRANTED - The installation and/or operation and maintenance of the existing facilities or new improvements on the easement premises shall be accomplished without cost or expense to the Grantor under the general supervision and subject to the approval of the representative having immediate jurisdiction over the property, designated as the Grantor's "local representative". The installation and/or operation and maintenance shall be accomplished in such a manner as not to conflict with the rights of the Grantor nor to endanger personnel or property of the Grantor on Government-owned land.
5. PROTECTION OF PROPERTY - All portions of the existing improvement or new improvements on the easement premises shall at all times be protected and maintained in good

order and condition by and at the expense of the Grantee. Any property of the Grantor damaged or destroyed by the Grantee incident to the use and occupation of the premises shall be promptly repaired or replaced by the Grantee to the satisfaction of the Grantor or in lieu of such repair or replacement the Grantee shall, if so required by the Grantor, pay to the Grantor money in an amount sufficient to compensate for the loss sustained by the Grantor by reason of damages to or destruction of the Grantor's property.

6. TRANSFERS/ASSIGNMENTS - The conditions of this instrument shall extend to and be binding upon and shall inure to the heirs, representatives, successors, and assigns of the Grantee. The Grantee shall neither transfer nor assign this Easement or any property or any part of the property, nor grant any interest, privilege, or license whatsoever in connection with this Easement without the express permission of the Department of Energy.

7. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Easement or to any benefit arising from it. However, nothing contained within this Easement shall be construed to extend to any incorporated company if the Easement be for the corporation's general benefit.

8. NONDISCRIMINATION - Use of the easement premises or facilities will be operated in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap, or national origin, be excluded from using the easement premises or railroad facilities existing within the Easement.

9. COVENANT AGAINST CONTINGENT FEES - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Grantor shall have the right to annul this Easement without liability or, in its discretion, to require the Grantee to pay the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practices and who have not obtained such licenses for the sole purpose of effecting this Easement, may be considered as bona fide employees or agencies with the exception contained in this Condition.)

10. ENVIRONMENT - The Grantee shall not unlawfully pollute the air, ground or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this Easement or activities incident to it and, where damage nonetheless occurs, the Grantee shall be liable to restore the damaged resources. The Grantee shall at no cost to the Government promptly comply with present and future Federal, State, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the Grantee's right to contest their validity or enjoin their applicability. The Grantee shall not be responsible for pollution caused by others. If the Grantee becomes aware of contamination on the premises, the Grantee shall immediately cease activities and notify the Grantor's representative.

11. CULTURAL ITEMS - The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the Grantor's representative and protect the site

and the material from further disturbance until the Grantor gives clearance to proceed.

12. LAWS, ORDINANCES, REGULATIONS - Grantee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters.

13. GRANTEE RESPONSIBILITY - The Grantee shall manage the existing improvements or new improvements on the easement premises and cause them to be inspected at reasonable intervals and shall immediately repair any damage found as a result of the inspection or when requested by the Grantor's representative to repair any defects. Upon completion of any new improvements on the easement premises and/or the repairs, the easement premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that which existed prior to commencement of such work, to the satisfaction of the Grantor. Grantee shall comply with such rules and regulations regarding Government security, ingress, egress, safety, sanitation, etc. as may be prescribed from time to time by the Grantor.

14. GRANTOR RESERVATIONS - The Grantor reserves to itself the right to construct, use, and maintain across, over and/or under the right-of-way granted any necessary electric transmission, telephone, telegraph, water, gas, gasoline, oil, sewer lines, and other facilities in such manner as not to create any unreasonable interference with the use of the right-of-way granted within this Easement.

15. THIRD PARTY INTERESTS - The Grantee accepts this Easement subject to all existing and subsequent easements for roads, electric transmission, telephone, gas pipelines, or other utility lines located within the area covered by this Easement.

16. GRANTOR INDEMNITY - The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, use, and occupation of the easement premises or for damages to the property of the Grantee, or for injuries to the persons of the Grantee (if an individual), or for damages to the property or injuries to the persons of the Grantee's officers, agents, servants, employees, or others who may be on the premises at their invitation or the invitation of any one of them, arising from Governmental activities, and the Grantee shall hold the Grantor harmless from any and all such claims.

17. BOUNDARY OR SURVEY MONUMENTATION - The Grantee shall not disturb, obliterate or destroy any land boundary or survey monument on the premises without prior approval from the Grantor's representative.

18. WETLANDS AND FLOODPLAINS - All activity within any flood plain or jurisdictional wetlands must comply with applicable Federal, State, and local laws, rules or ordinances governing land use in flood plains or wetlands.

19. TIMBER - The Grantee shall notify and obtain written approval from the Grantor prior to cutting any trees within the easement premises.

20. GRANTEE'S PLANS AND SPECIFICATIONS - The Grantee shall submit final plans and specifications of proposed construction to the Grantor's local representative and obtain his/her approval prior to commencement of construction.

21. GRANTEE SERVICE TO GRANTOR - The Grantee shall furnish through the granted facility such service to the Grantor as may be required for Governmental purposes, provided that payment for all such service will be made by the Grantor at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.
22. REMOVAL/RELOCATION OF FACILITIES - In the event all or any portion of the easement premises occupied by facilities shall be needed by the Grantor, or in the event the existence of facilities shall be considered detrimental to Governmental activities, the Grantee shall remove the facilities and appurtenant improvements, upon notice to do so, to such other location(s) on the easement premises as may be designated by the Grantor. In the event that the Grantee is required to relocate the facilities and/or improvements, costs associated with said relocation will be negotiated on a good faith cost share basis with the Grantor.
23. GRANTEE PERFORMANCE - The failure of the Grantor to insist in any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions and the Grantee's obligations with respect to any such future performance shall continue in full force and effect.
24. GRANTOR'S LIMITATIONS TO GRANT - It is understood that this instrument is effective only insofar as the rights of the Grantor in the land and facilities are concerned and that the Grantee shall obtain such permission as may be necessary on account of any other existing rights.
25. AMENDMENT - This Easement may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.
26. SAFETY & HEALTH - The Grantee shall comply with the applicable standards and provisions of the Occupational Safety and Health Act (OSHA). The Grantee agrees to notify the Grantor of incidents and accidents. The Grantee shall also, at a minimum, maintain programs that may be necessary to comply with 29 CFR Part 1926. The written program shall identify mitigative measures and controls for hazards that do not present an unacceptable risk to employees, site personnel or visitors. The Plan shall be available to the Grantor, its employees, contractors, agents, and representatives who may provide assistance and consultation to the Grantee until such time that OSHA agrees to accept regulatory jurisdiction over the activities of the Grantee on the land and facilities.
27. EXCAVATION, DIGGING, AND DRILLING - The Grantee shall not conduct or permit its officers, agents, servants, or employee(s) to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without prior written approval of DOE.
28. GRANTOR CLOSURE/REGULATION RIGHTS - The Grantor reserves the right, after consultation with the Grantee, to close or regulate traffic on the railroad whenever the Grantor deems such actions necessary in the interest of public health, safety, and national security and defense, and that such right is exercisable in times of perceived, threatened, or actual emergency, and that such right does not extend to the routine day-to-day operation, regulation and control of traffic on the railroad, such being the right of the Grantee.

That prior to execution of this Easement certain Conditions were deleted, revised, and added (with the additions being designated as Page(s) N/A and being made a part of this Easement) in the following manner:

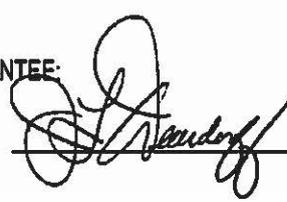
Condition No. 2 was deleted, Condition Nos. 26, 27, and 28 were added.

THIS EASEMENT, together with all the conditions thereof, is accepted this 17<sup>th</sup> day of October, 2002.

WITNESS:

LYNDA S. SMITH

GRANTEE:

By: 

  
Notary Public

Title: President

**MY COMMISSION EXPIRES:  
11/29/2004**

IN WITNESS WHEREOF, I have set my hand by authority of the Secretary of Energy this 17<sup>th</sup> day of October, 2002.

WITNESS:

LYNDA S. SMITH

By:   
Cindy Hunter, DOE Real Estate Office

  
Notary Public

Title: Realty Officer  
Oak Ridge Operations

**MY COMMISSION EXPIRES:  
11/29/2004**

## MAIN LINE

Drawings and descriptions are based on the Tennessee State plan Coordinate System (NAD 83).

Beginning at a point located at the intersection of the centerlines of Norfolk Southern Railroad Line with the centerline of the Main Line track to the East Tennessee Technology Park, said point having Tennessee State Plane Coordinates of N=607,199.17 and E=2,435,013.78;

Thence leaving said intersection point and along the Main Line track to East Tennessee Technology Park, having an easement 15-feet wide and along a curve to the right having a radius of 400.00 feet with a Chord Bearing and distance of N 68° 26' 07" E, 223.98 for an arc distance of 227.02 feet;

N 84° 41' 39" E, 35.48 feet;

Thence along a curve having to the right having a radius of 550.00 feet with a Chord Bearing and distance of S 65° 35' 41" E, 545.19 feet for an arc distance of 570.41 feet;

S 35° 53' 00" E, 1103.73 feet,

S 39° 13' 01" E, 115.47 feet,

S 39° 17' 32" E, 151.49 feet,

S 39° 37' 55" E, 132.94 feet;

Thence along a curve to the left having a radius of 1400.00 feet with a Chord Bearing of S 46° 23' 31" E, 329.59 feet for an arc distance of 330.35 feet;

S 52° 34' 24" E, 372.78 feet,

S 49° 44' 18" E, 46.60 feet,

S 47° 27' 50" E, 245.53 feet,

S 44° 48' 24" E, 632.82 feet;

Thence along a curve to the right having a radius of 600.00 feet with a Chord Bearing of S 36° 52' 04" E, 165.74 feet for an arc distance of 166.27 feet;

S 28° 55' 43" E, 1489.00 feet;

Thence along a curve to the right having a radius of 1000.00 feet with a Chord Bearing of S 14° 46' 04" E, 489.29 for an arc distance of 494.31 feet;

S 00° 36' 25" E, 775.17 feet;

Thence along a curve to the left having a radius of 1000.00 feet with a Chord Bearing of S 13° 52' 12" E, 458.85 for an arc distance of 462.97 feet;

**Exhibit A**

S 27° 08' 00" E, 1940.70 feet;

Thence along a curve to the left having a radius of 850.00 feet with a Chord Bearing of S 45° 37' 00" E, 538.95 feet for an arc distance of 548.41 feet;

S 64° 06' 01" E, 663.77 feet;

Thence along a curve to the right having a radius of 650.00 feet with a Chord Bearing of S 42° 45' 14" E, 473.21 feet for an arc distance of 484.33 feet;

S 21° 24' 27" E, 48.24 feet;

Thence along a curve to the right having a radius of 300.00 feet with a Chord Bearing of S 14° 49' 04" E, 68.85 feet for an arc distance of 69.01 feet;

S 08° 13' 42" E, 451.53 feet;

Thence along a curve to the right having a radius of 1200.00 feet and a Chord Bearing of S 03° 53' 23" E, 181.56 feet for an arc distance of 181.74 feet ;

S 00° 26' 56" W, 23.52 feet;

Thence along a curve to the right having a radius of 1500.00 feet with a Chord Bearing of S 06° 23' 59" W, 311.02 feet for an arc distance of 311.58 feet;

S 12° 21' 01" W, 814.61 feet;

Thence along a curve to the left having a radius of 800.00 feet with a Chord Bearing of S 05° 03' 51" W, 202.92 feet for an arc distance of 203.47 feet;

S 02° 13' 19" E, 23.22 feet;

Thence along a curve to the left having a radius of 600.00 feet with a Chord Bearing of S 14° 37' 31" E, 257.75 feet for an arc distance of 259.78 feet;

S 27° 01' 43" E, 51.38 feet;

Thence along a curve to the left having a radius of 600.00 feet with a Chord Bearing of S 34° 15' 21" E, 150.96 feet for an arc distance of 151.36 feet;

S 41° 28' 58" E, 1877.95 feet;

Thence along a curve to the left having a radius of 1351.00 feet with a Chord Bearing of S 46° 22' 53" E, 230.73 feet for an arc distance of 231.01 feet;

S 51° 16' 48" E, 151.45 feet;

Thence along a curve to the left having a radius of 650.00 feet with a Chord Bearing of S 61° 01' 00" E, 219.85 feet for an arc distance of 220.92 feet;

S 70° 45' 09" E, 181.39 feet;

Thence along a curve to the right having a radius of 2321.90 feet with a Chord Bearing of S 67° 44' 18" E, 211.61 feet for an arc distance of 211.68 feet;

S 65° 14' 21" E, 1270.99 feet;

Thence along a curve to the right having a radius of 1404.00 feet with a Chord Bearing of S 55° 40' 11" E, 466.82 feet for an arc distance of 469.00 feet;

S 46° 06' 00" E, 358.92 feet;

Thence along a curve to the right having a radius of 580.00 feet with a Chord Bearing of S 30° 18' 29" E, 315.69 feet for an arc distance of 319.72 feet;

S 14° 30' 59" E, 716.69 feet;

Thence along a curve to the right having a radius of 700.00 feet with a Chord Bearing of S 08° 50' 23" E, 138.48 feet for an arc distance of 138.71 feet;

S 03° 09' 50" E, 366.45 feet;

Thence along a curve to the right having a radius of 400.00 feet with a Chord Bearing of S 13° 24' 37" W, 231.32 feet for an arc distance of 234.67 feet;

S 30° 13' 02" W, 851.09 feet;

Thence along a curve to the left having a radius of 500.00 feet with a Chord Bearing of S 06° 20' 33" E, 595.66 feet for an arc distance of 638.09 feet;

S 42° 54' 08" E, 153.76 feet;

Thence along a curve to the right having a radius of 500.00 feet with a Chord Bearing of S 20° 20' 11" E, 383.74 feet for an arc distance of 393.85 feet

S 02° 13' 46" W, 17.65 feet;

Thence along a curve to the right having a radius of 500.00 feet with a Chord Bearing of S 09°

57° 30" W, 134.49 feet for an arc distance of 134.90 feet;

S 17° 41' 15" W, 120.11 feet,  
S 20° 13' 49" W, 1343.28 feet;

Thence along a curve left having a radius of 800.00 feet with a Chord Bearing of S 06° 56' 10"  
W, 367.92 feet for an arc distance of 371.24 feet;

S 06° 21' 29" E, 4298.06 feet;

Thence along a curve to the right having a radius of 700.00 feet with a Chord Bearing of S 10°  
11' 53" W, 398.93 feet for an arc distance of 404.54 feet;

S 26° 45' 15" W, 45.72 feet;

Thence along a curve to the right having a radius of 600.00 feet with a Chord Bearing of S 40°  
59' 52" W, 295.26 for an arc distance of 298.32 feet;

S 55° 14' 30" W, 936.73 feet;

Thence along a curve to the left having a radius of 700.00 feet with a Chord Bearing of S 40° 57'  
24" W, 345.45 feet for an arc distance of 349.05 feet;

S 26° 40' 17" W, 1591.74 feet;

Thence along a curve to the right having a radius of 700.00 feet with a Chord Bearing of S 49°  
08' 31" W, 535.09 feet for an arc distance of 549.06 feet;

S 71° 36' 44" W, 951.17 feet;

Thence along a curve to the right having a radius of 800.00 feet with a Chord Bearing of S 84°  
41' 03" W 361.88 feet for an arc distance of 365.04 feet

N 82° 14' 38" W, 365.56 feet;

Thence along a curve to the left having a radius of 850.00 feet with a Chord Bearing of S 78° 29'  
36" W, 560.84 for an arc distance of 571.54 feet;

S 59° 13' 49" W, 1181.51 feet;

Thence along a curve to the right having a radius of 500.00 feet with a Chord Bearing of S 74°  
46' 10" W, 267.89 for an arc distance of 271.21 feet;

N 89° 41' 30" W, 304.88 feet;

Thence along a curve to the right having a radius of 474.00 feet with a Chord Bearing of N 69° 39' 22" W, 324.79 feet for an arc distance of 331.50 feet;

N 49° 37' 13" W, 154.42 feet;

Thence along a curve to the right having a radius of 600.00 feet with a Chord Bearing of N 41° 23' 08" W, 171.17 feet for an arc distance of 172.77 feet;

N 29° 50' 32" W, 87.07 feet;

Thence along a curve to the left having a radius of 515.00 feet with a Chord Bearing of N 39° 47' 23" W, 177.93 feet for an arc distance of 178.82 feet;

N 49° 44' 13" W, 328.93 feet;

Thence along a curve to the right having a radius of 366.00 feet with a Chord Bearing of N 25° 46' 40" W, 297.26 feet for an arc distance of 306.10 feet;

N 01° 49' 06" W, 180.60 feet;

Thence along a curve to the left having a radius of 1784.00 feet with a Chord Bearing of N 04° 17' 55" W, 154.41 feet for an arc distance of 154.45 feet;

N 06° 46' 44" W, 323.04 feet,

N 06° 32' 48" W, 607.85 feet;

Thence along a curve to the right having a radius of 366.00 feet with a Chord Bearing of N 03° 56' 10" E, 133.18 feet for an arc distance of 133.92 feet;

N 14° 25' 07" E, 45.99 feet to the end of the Main Line track.

SPUR S-1

Beginning at a point being the intersection of the Main Line to East Tennessee Technology Park and Spur S-1 having state plane coordinates of N=592,815.38, E=2,445,293.77. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

N 23° 26' 46" E, 57.49 feet;

Thence along a curve to the right having a radius of 500.00 feet with a chord bearing and distance of N 18° 59' 00" W, 77.89 feet for an arc distance of 77.97 feet;

N 14° 30' 59" W, 216.04 feet;

Thence along a curve to the left having a radius of 565.00 feet with a chord bearing and distance of N 30° 18' 29" W, 307.52 feet for an arc distance of 311.45 feet;

N 46° 06' 00" W, 359.52 feet to the end of Spur S-1 track.

SPUR S-2

Beginning at a point being the intersection of the Main Line to East Tennessee Technology Park and Spur S-2 having state plane coordinates of N=592165.04 E=2445417.87. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the left having a radius of 960.00 feet with a chord bearing a distance of S 09° 55' 23" E, 226.01 feet for an arc distance of 226.53 feet;

S 16° 40' 57" E, 648.94 feet;

Thence along a curve to the right having a radius of 700.00 feet with a chord bearing and distance of S 01° 18' 24" E, 432.36 feet for an arc distance of 439.55 feet;

S 19° 17' 33" W, 579.86 feet to the end of Spur S-2 track.

### SPUR S-3

Beginning at a point being the intersection of the Main Line to East Tennessee Technology Park and Spur S-3 having state plane coordinates of N=589247.80, E=2,445,038.13. Thence from the said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 12° 51' 01" W, 171.92 feet;

Thence along a curve to the left having a radius of 475.00 feet with a chord bearing and distance of S 27° 10' 27" E, 610.96 feet for an arc distance of 663.63 feet;

S 67° 11' 54" E, 368.91 feet to the end of Spur S-3 track.

### SPUR S-4

Beginning at a point being the intersection of the Main Line and Spur S-4 having State Plane Coordinates of N=587,968.90 and E=2,444,689.72. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 00° 05' 58" W, 106.44 feet,  
S 04° 12' 24" E, 208.15 feet,  
S 06° 21' 29" E, 2284.81 feet;

Thence along a curve to the right having a radius of 400.00 feet with a Chord Bearing of S 13° 37' 54" W, 273.48 feet for an arc distance of 279.11 feet;

S 33° 37' 17" W, 78.13 feet;

Thence along a curve to the right having a radius of 500.00 feet with a Chord Bearing of S 61° 18' 41" W, 464.68 feet for an arc distance of 483.28 feet;

S 89° 00' 04" W, 495.35 feet;

Thence along a curve to the left having a radius of 500.00 feet with a Chord Bearing of S 65° 54' 38" W, 392.19 feet for an arc distance of 403.01 feet;

S 42° 32' 17" W, 468.88 feet;

Thence along a curve to the right having a radius of 500.00 feet with a Chord Bearing of S 66° 31' 41" W, 406.58 feet for an arc distance of 418.70 feet;

N 89° 28' 56" W, 476.54 feet;

Thence along a curve to the right having a radius of 900.00 feet with a Chord Bearing of N 71° 04' 17" W, 568.49 feet for an arc distance of 578.39 feet;

N 52° 39' 39" W, 954.91 feet;

Thence along a curve to the right having a radius of 950.00 feet with a Chord Bearing of N 40° 14' 51" W, 408.43 feet for an arc distance of 411.65 feet;

N 27° 50' 02" W, 1079.72 feet;

Thence along a curve to the left having a radius of 450.00 feet with a Chord Bearing of N 45° 17' 20" W, 269.96 feet for an arc distance of 274.18 feet;

N 62° 44' 38" W, 203.83 feet;

Thence along a curve to the right having a radius of 450.00 feet with a Chord Bearing of N 34° 28' 39" W, 426.21 feet for an arc distance of 444.01 feet;

N 06° 12' 41" W 133.38 feet;

Thence along a curve to the right having a radius of 350.00 feet with a Chord Bearing of N 25° 32' 52" E, 368.45 feet for an arc distance of 388.01 feet;

N 57° 18' 26" E, 65.94 feet;

Thence along a curve to the left having a radius of 350.00 feet with a Chord Bearing of N 25° 27' 59" E, 369.29 feet for an arc distance of 389.01 feet;

N 06° 22' 27" W, 1154.46 feet to the end of Spur S-4 track.

#### SPUR S-5

Beginning at a point being the intersection of the Main Line to East Tennessee Technology Park and Spur S-5 having state plane coordinates of N=587,717.20 E=2,444,717.76. Thence from said point of beginning the following calls along the centerline of a 15-foot easement:

Thence along a curve to the left having a radius of 300.00 feet with a chord bearing and distance of S 26° 16' 01" W, 204.32 feet for an arc distance of 208.49 feet;

S 46° 10' 33" E, 27.58 feet;

Thence along a curve to the left having a radius of 400.00 feet with a chord bearing and distance of S 71° 14' 55" E, 339.01 feet for an arc distance of 350.08 feet;

N 83° 40' 44" E, 412.67 feet;

Thence along a curve to the left having a radius of 1000.00 feet with a chord bearing and distance of N 80° 49' 55" E, 99.34 feet for an arc distance of 99.38 feet;

N 77° 59' 06" E, 100.61 feet;

N 83° 40' 44" E, 1,182.19 feet to the end of Spur S-5 track.

#### SPUR S-6

Beginning at a point being the intersection of Spur S-5 and Spur S-6 having state plane coordinates of N=587488.11 E=2,445,755.74. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 83° 40' 44" W, 46.02 feet;

Thence along a curve to the right having a radius of 1000.00 feet with a chord bearing and distance of S 86° 38' 14" W, 103.22 feet for an arc distance of 103.27 feet;

S 89° 33' 44" W, 76.67 feet;

Thence along a curve to the left having a radius of 1000.00 feet with a chord bearing and distance of S 87° 02' 51" W, 88.91 feet for an arc distance of 88.94 feet to the end of Spur S-6 track.

#### SPUR S-7

Beginning at a point being at the intersection of Spur S-5 and Spur S-7 having state plane coordinates of N=587510.94 and E=2,445,961.89. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 76° 16' 18" W, 234.36 feet;

Thence along a curve to the right having a radius of 1000.00 feet with a chord bearing and distance of S 79° 58' 31" W, 129.19 feet for an arc distance of 129.28 feet;

S 83° 40' 44" W, 482.72 feet to the end of Spur S-7 track.

SPUR S-8

Beginning at a point; said point being the intersection of Spur S-5 and Spur S-8 having state plane coordinates N=587580.71, E=2,446,591.68. Thence from said point of beginning the following calls along the centerline of a 15 foot easement

Thence along a curve to the left having a radius of 500 feet and a chord bearing and distance of S 70° 39' 44" W, 225.23 feet for an arc distance of 227.18 feet;

S 57° 38' 44" W, 19.15 feet;

Thence along a curve to the right having a radius of 500 feet with a chord bearing and distance of S 70° 39' 44" W, 225.23 feet for an arc distance of 227.18 feet;

S 83° 40' 44" W, 208.25 feet;

Thence along a curve to the left having a radius of 400 feet with a chord bearing and distance of S 39° 09' 22" W, 560.95 feet for an arc distance of 621.65 feet;

S 05° 22' 00" E, 88.07 feet to the end of the track

SPUR S-9

Beginning at a point; said point being the intersection of Spur S-4 and Spur S-9 having state plane coordinates of N=587773.39, E=2,444,696.08. Thence from said point of beginning the following calls along the centerline of a 15 foot easement:

Thence along a curve to the right having a radius of 600 feet with a chord bearing and distance of S 2° 55' 53" W, 149.11 feet for an arc distance of 149.50 feet,

S 10° 04' 10" W, 146.34 feet;

Thence along a curve to the left having a radius of 400 feet with a chord bearing and distance of S 01° 51' 21" W, 114.29 feet for an arc distance of 114.69 feet;

S 06° 21' 29" E, 1189.26 feet to the end of the track

### SPUR S-10

Beginning at a point being the intersection of Spur S-9 and Spur S-10 having state plane coordinates of N=586683.65 and E=2,444,735.22. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the left having a radius of 400.00 feet with a chord bearing and distance of S 14° 58' 15" E, 119.81 feet for an arc distance of 120.26 feet;

S 23° 35' 02" E, 139.93 feet;

Thence along a curve to the right having a radius of 400.00 feet with a chord bearing and distance S 14° 58' 15" E, of 119.81 feet for an arc distance of 120.26 feet to the end of Spur S-10 track.

### SPUR S-11

Beginning at a point being the intersection of Spur S-4 and Spur S-11 having state point coordinates of N=584845.95 and E=2,444,558.54. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 75° 32' 52" W, 89.96 feet;

Thence along a curve to the right having a radius of 300.00 feet with a chord bearing and distance of S 82° 26' 53" W, 68.47 feet for an arc distance of 68.62 feet;

S 89° 00' 04" W, 195.44 feet;

Thence along a curve to the right having a radius of 400.00 feet with a chord bearing and distance of N 86° 42' 37" W, 59.83 feet for an arc distance of 59.88 feet;

Thence along a curve to the left having a radius of 400.00 feet with a chord bearing and distance of N 86° 42' 37" W, 59.83 feet for an arc distance of 59.88 feet to the intersection of Spur S-11 and Spur S-4 and to the end of the Spur S-11 track.

### SPUR S-12

Beginning at a point being the intersection of Spur S-4 and Spur S-12 having State Plane Coordinates of N=584821.57 and E=2443947.19. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 89° 00' 04" W, 229.74 feet;

Thence along a curve to the left having a radius of 400 feet with a chord bearing and distance of S 86° 20' 06" W, 37.21 feet for an arc distance of 37.23 feet;

S 83° 40' 07" W, 376.18 feet to the end of S-12 track.

### SPUR S-13

Beginning at a point being the intersection of Spur S-4 and Spur S-13 having state plane coordinates of N=585143.09, E=2240916.38. Thence from said point the following calls along the centerline of a 15-foot wide easement:

N 26° 27' 51" W, 78.49 feet;  
N 20° 37' 40" W, 60.74 feet;  
N 16° 06' 48" W, 74.79 feet;

Thence along a curve to the right having a radius of 900.00 feet with a chord bearing and distance of N 11° 20' 40" W, 149.65 feet for an arc distance of 149.82 feet;

N 06° 34' 32" W, 103.10 feet to the end of Spur S-13 track.

### SPUR S-14

Beginning at a point being the intersection of Spur S-4 and Spur S-14 having state plane coordinates of N=586,143.90 E=2,440,381.29. Thence from said point the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the right having a radius of 1000.00 feet with a chord bearing and distance of N 13° 39' 20" W, 255.14 feet for an arc distance of 255.84 feet;

S 06° 19' 34" E, 757.77 feet to the end of Spur S-14 track.

### SPUR S-15

Beginning at a point being the intersection of Spur S-4 and Spur S-15 having state plane coordinates of N=586856.81, E=2439739.75. Thence from said point the following calls along the centerline of a 15-foot wide easement:

N 00° 39' 30" W, 71.41 feet;

Thence along a curve to the right having a radius of 375.00 feet with a chord bearing and distance of N 26° 56' 15" E, 347.42 feet for an arc distance of 361.23 feet;

S 57° 18' 26" W, 77.63 feet;

Thence along a curve to the right having a radius of 375.00 feet with a chord bearing and distance of N 78° 22' 50" E, 269.67 feet for an arc distance of 275.85 feet;

Thence along a curve to the left having a radius of 300.00 feet with a chord bearing and distance of S 88° 28' 39" E, 82.79 feet for an arc distance of 83.06 feet;

N 83° 35' 28" E, 1402.88 feet to the end of Spur S-15 track.

#### SPUR S-16

Beginning at a point being the intersection of Spur S-15 and Spur S-16 having state plane coordinates of N=587,237.94, E=2,439,739.75. Thence from said point the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the left having a radius of 2000.00 with a chord bearing and distance of N 52° 25' 46" E, 146.82 feet for an arc distance of 146.85 feet;

N 50° 19' 34" E, 243.42 feet;

Thence along a curve to the right having a radius of 300.00 feet with a chord bearing and distance of N 66° 57' 31" E, 171.74 feet for an arc distance of 174.17 feet;

N 83° 35' 28" E, 1255.27' to the end of Spur S-16 track.

#### SPUR S-17

Beginning at a point being the intersection of the Main Line and Spur S-17 having state plane coordinates of N=582,616.23, E=2,444,162.81. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

S 60° 16' 06" W, 116.76 feet;

S 51° 48' 57" W, 214.22 feet;

Thence along a curve to the left having a radius of 500.00 feet and a chord bearing and distance of S 39° 14' 37" W, 217.67 feet for an arc distance of 219.43 feet;

S 26° 40' 17" W, 420.01 feet to the end of Spur S-17 track.

#### SPUR S-18

Beginning at a point being the intersection of the Main Line and Spur S-18 having state plane coordinates of N=580,818.53, E=2,443,120.07. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the left having a radius of 300 feet and a chord bearing and distance of N 27° 03' 27" E, 68.36 feet for an arc distance of 68.71 feet;

N 20° 29' 47" E, 86.67 feet;

N 26° 40' 17" E, 1288.49 feet to the end of Spur S-18 track.

#### SPUR S-19

Beginning at a point being the intersection of the Main Line and Spur S-19 having state plane coordinates of N=580,244.65, E=2,441,227.96. Thence from the point of beginning the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the left having a radius of 850.00 feet a chord bearing and distance of N 85° 54' 04" W, 108.44 feet for an arc distance of 108.51;

N 89° 33' 30" W, 102.36 feet;

Thence along a curve to the left having a radius of 800.00 feet a chord bearing and distance of S 74° 50' 10" W, 430.42 feet for an arc distance of 435.79 feet;

S 59° 13' 49" W, 1194.77 feet;

Thence along a curve to the right having a radius of 514.00 feet and a chord bearing and distance of S 70° 01' 35" W, 192.98 feet for an arc distance of 194.13;

Thence along a curve to the right having a radius of 300.00 feet and a chord bearing and distance of S 89° 40' 45" W, 92.13 feet for an arc distance of 92.50 feet;

N 81° 29' 17" W, 56.19 feet to the intersection of the Main Line and the end of Spur S-21.

#### SPUR S-20

Beginning at a point being the intersection of Spur S-20 and the Main Line having state plane coordinates of N=580,034.24, E=2,440,396.03. Thence from said point of beginning the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the right having a radius of 575.00 feet with a chord bearing and distance of S 85° 54' 23" W, 516.29 feet for an arc distance of 535.42 feet;

N 67° 25' 40" W, 345.35 feet;

Thence along a curve to the right having a radius of 500.00 feet with a chord bearing and distance of N 58° 33' 07" W, 154.12 feet for an arc distance of 154.74 feet;

N 49° 41' 09" W, 143.88 feet to the end of Spur S-20 track.

#### SPUR S-21

Beginning at a point being the intersection point of Spur S-21 and the Main Line having state plane coordinates N=579,604.18, E=2,439,673.72. Thence from said point the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the right having a radius of 500.00 feet with a chord bearing and distance of N 74° 41' 17" E, 266.53 feet for an arc distance of 269.79 feet;

N 89° 51' 15" W, 131.44 feet;

Thence along a curve to the right having a radius of 300.00 feet with a chord bearing and distance of N 70° 43' 02" W, 196.70 feet for an arc distance of 200.40 to the end of Spur S-21 track.

#### SPUR S-22

Beginning at a point being the intersection of Spur S-21 and Spur S-22 having state plane coordinates of N=579,533.90, E=2,439,375.26. Thence from said point the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the right having a radius of 500.00 feet with a chord bearing and distance of N 84° 53' 37" W, 86.47 feet for an arc distance of 86.58 feet;

N 79° 55' 58" W, 238.56 feet to the end of Spur S-22 track.

#### SPUR S-23

Beginning at a point being the intersection of Spur S-23 and the Main Line having state plane coordinates of N=580,158.32, E=2,438,156.30. Thence from said point the following calls along the centerline of a 15-foot wide easement:

Thence along a curve to the right having a radius of 500.00 feet with a chord bearing and distance of S 44° 56' 16" E, 83.67 feet for an arc distance of 83.76 feet;

Thence along a curve to the left having a radius of 500 feet with a chord bearing and distance of S 44° 56' 16" E, 83.67 feet for an arc distance of 83.76 feet;

S 49° 44' 13" E, 34.16 feet;

Thence along a curve to the right having a radius of 500.00 feet with a chord bearing and distance of S 39° 47' 23" E, 172.74 feet for an arc distance of 173.61 feet;

S 29° 50' 32" E, 55.38 feet;

Thence along a curve to the left having a radius of 614.00 feet with a chord bearing and distance of S 39° 43' 53" E, 210.90 feet for an arc distance of 211.95 feet;

S 49° 37' 13E, 154.42 feet;

Thence along a curve to the left having a radius of 488.00 feet with a chord bearing and distance of S 69° 40' 00" E, 334.55 feet for an arc distance of 341.48 feet;

S 89° 41' 30" E, 43.50 feet to the end of Spur S-23 track.

#### SPUR S-24

Beginning at a point being the intersection of the Main Line and Spur S-24. Thence from said point the following calls along the centerline of a 15-foot wide easement:

S 49° 44' 13" E, 227.74 feet to the end of Spur S-24 track.

#### SPUR S-25

Beginning at a point being the intersection of the Main Line and Spur S-25 having state plane coordinates of N=581,898.96, E=2,437,815.85. Thence from said point of beginning the following calls and distance along the centerline of a 15-foot wide easement:

S 14° 25' 07" W, 39.13 feet;

Thence along a curve to the left having a radius of 366.00 feet with a chord bearing and distance of S 03° 56' 10" W, 133.18 feet for an arc distance of 133.93 feet;

S 06° 32' 48" E, 635.27 feet;

S 06° 46' 44" E, 259.14 feet;

Thence along a curve to the right having a radius of 1770.00 feet with a chord bearing and distance of S 04° 17' 55" W, 153.19 feet for an arc distance of 153.24 feet;

S 01° 49' 06" E, 178.08 feet;

Thence along a curve to the left with a radius of 380.00 with a chord bearing and distance of S 24° 49' 58" E, 297.13 feet for an arc distance of 305.27 feet;

S 47° 50' 50" E, 78.02 feet to the end of Spur S-25 track.

The Main Line and Spur Line easement contain a total of 26.50 acres.

## EASEMENT ASSIGNMENT

Heritage Railroad Corporation, Inc., a Tennessee nonprofit corporation, hereinafter referred to as "Assignor," and EnergySolutions, LLC, a Utah limited liability company qualified to do business in the State of Tennessee, hereinafter referred to as "Assignee," and United States Department of Energy, hereinafter referred to as "Grantor," hereby enter into this Assignment of Easement for Right-of-Way (the "Assignment") as of September 15, 2009.

- A. This Assignment is predicated upon the parties' agreement to the following:
1. The Assignor has entered into an easement for right-of-way with the Grantor which is designated as Easement for Right-of-Way Real Estate Easement No. REORDOER-2-02-0603 as executed by Department of Energy (DOE). The terms "Easement" and "Easement for right-of-way," as used in this Assignment, mean the above stated Easement, including any and all modifications, made under the terms and conditions of the Easement between the Assignor and the Grantor before the date of this Assignment.
  2. As of the date of this Assignment, the Assignor hereby transfers and assigns all of Assignor's right, title, interest and responsibility for the Easement for right-of-way to the Assignee.
  3. The Assignee assumes all obligations and liabilities of the Assignor under the Easement for right-of-way by virtue of the above transfer arising from and after the date of this Assignment.
  4. The Assignee shall fully perform all obligations that may exist under the Easement for right-of-way arising from and after the date of this Assignment.
  5. It is consistent with the interest of the DOE to recognize the Assignee as the successor party to the Easement for right-of-way.
  6. Evidence of the above transfer has been filed with and approved by the DOE.
- B. In consideration, the parties agree that by this Assignment:
1. The Assignor transfers and assigns all of the Assignor's rights, title and interests in, to and under the Easement to the Assignee, and waives any claims and rights against the Grantor that it now has or may have in the future in connection with the Easement for right-of-way.
  2. The Assignee agrees to be bound by and to meet all requirements in accordance

with the conditions contained in the Easement for right-of-way. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Easement for right-of-way arising from and after the date of this Assignment.

3. The Assignee ratifies all previous actions taken by the Assignor with respect to the Easement for right-of-way, with the same force and effect as if the action had been taken by the Assignee.
4. The Assignee assumes all rights, title, and interests of the Assignor in and to the Easement for right-of-way as if the Assignee were the original party to the Easement. Following the date of this Assignment, the term "Grantee," as used in the Easement for right-of-way shall refer to the Assignee.
5. All previous actions taken by the Assignor to the Grantor under this Easement, shall be considered to have discharged those parts of the Assignor's obligations under the Easement for right-of-way. Assignor represents that it has performed and fulfilled all of its obligations under the Easement as of the date of this Assignment.
6. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all claims, demands, actions, cause of action, liabilities, obligations, judgments, costs and expenses arising from or as a result of the failure of Assignee to promptly and completely pay and perform all the obligations, covenants, promises, undertakings, terms and conditions of the Easement arising on and after the date of this Assignment.
7. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, liabilities, obligations, judgments, costs and expenses arising from or as a result of the failure of Assignor to promptly and completely pay and perform all of the obligations, covenants, promises, undertakings, terms and conditions of the Easement prior to the date of this Assignment.
8. The Assignor and the Assignee agree that DOE is not obligated to pay or reimburse either party for, or otherwise give effect to, any costs or other expenses, directly or indirectly, arising out of or resulting from the transfer of the Easement for right-of-way.
9. The Easement for right-of-way shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.
10. All notices, demands, requests or other communications made pursuant to or by

virtue of this Assignment must be in writing and either hand delivered, delivered by overnight courier, facsimile transmission or mailed through the United States Postal Service by certified or register mail, return receipt requested, to the party to which the notice, demand, request or communication is being made, as follows:

TO ASSIGNEE: EnergySolutions, LLC  
Attention: Richard Tooze  
423 West 300 South, Suite 200  
Salt Lake City, UT 84101  
Fax Number: (801) 413-5645

With a copy to: EnergySolutions, LLC  
Attention: General Counsel  
423 West 300 South, Suite 200  
Salt Lake City, UT 84101  
Fax Number: (801) 413-5645

TO ASSIGNOR: Heritage Railroad Corporation, Inc.  
107 Lea Way  
P.O. Box 2110  
Oak Ridge, TN 37831-2110  
Attn: Jeff Deardorff  
Fax Number: (865) 482-9891

With a copy to: James M. McCarten  
White & Reasor, PLC  
Two American Center, Suite 1150  
3102 West End Avenue  
Nashville, TN 37203-1304  
Fax Number: (615) 383-5534

TO GRANTOR: Ms. Cindy Finn  
United States Department of Energy  
Oak Ridge Office  
P.O. Box 2001  
Oak Ridge, TN 37831  
Fax Number: (865) 576-9204

or to such other address as may be hereafter designated by either Assignor or Assignee by giving notice to the other party in accordance with the terms of this Section. Any notice, demand, request, or other communication shall be deemed to be given and delivered upon actual receipt in the case of hand delivery, facsimile transmission, or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. In the event of any notice via telecopier or facsimile

transmission, a hard copy shall be sent via certified mail return receipt requested on the day of such transmission. Any such transmission received after 5:00 p.m. Eastern time (Standard or Daylight as then applicable), shall be deemed to have been given and delivered on the next following business day.

[Signatures appear on the following pages.]

**ASSIGNOR:**

Heritage Railroad Corporation, Inc.

By: *[Signature]*  
Jeffrey L. Deardorff  
Title: President

**ASSIGNEE:**

EnergySolutions, LLC

By: \_\_\_\_\_  
Val John Christensen  
Title: President

**United States Department of Energy  
Oak Ridge Office**

By: *Cindy B. Finn*  
Cindy B. Finn  
Title: DOE ORO Realty Officer

STATE OF TENNESSEE

COUNTY OF *Anderson*

Personally appeared before me, a Notary Public of the State and County aforesaid, Cindy B. Finn, DOE ORO Realty Officer, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the DOE ORO Realty Officer of the U.S. Department of Energy and is authorized as a representative of the U.S. Department of Energy, to execute this instrument on behalf of the United States of America.

Witness my hand and seal at office, this 3<sup>RD</sup> day of September, 2009

*Tammy Ann Sullivan*  
Notary Public

My Commission Expires: July 1, 2012



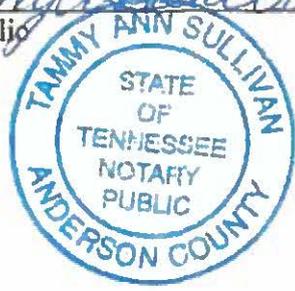
STATE OF Tennessee  
COUNTY OF Anderson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jeffrey L. Deardorff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Heritage Railroad Corporation, Inc., a Tennessee nonprofit corporation, the within named bargainer, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposed therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Oak Ridge, TN, this 3<sup>RD</sup> day of September, 2009.

Tammy Ann Sullivan  
Notary Public

My Commission Expires: July 1, 2012



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Val John Christensen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of EnergySolutions, , LLC, a Utah limited liability company, the within named bargainer, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposed therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand and seal at office in \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_