

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into the 27th day of February, 2006, by and between Tooele County (the "County"), and EnergySolutions, LLC, a Utah limited liability company ("EnergySolutions"). Reference herein to a "Party" shall refer, on the one hand, to the County, and on the other hand, to EnergySolutions. The County and EnergySolutions are collectively referred to herein as the "Parties."

RECITALS:

A. The County is the record owner of that certain road commonly known as Bombing Range Road, which road is described more fully on the attached Exhibit "A" (the "Road").

B. EnergySolutions' trucks use the Road for general transport purposes and to deliver rock and other heavy materials to and from its plant in Tooele County, and EnergySolutions desires to continue using the Road for those and any other lawful purposes. As a result of EnergySolutions' use of the Road for such delivery purposes, the Road may suffer some damage.

C. The Parties desire to enter into an agreement under which EnergySolutions may continue to use the Road for such purposes and for any other lawful use, in exchange for which EnergySolutions shall reimburse the County for the reasonable cost required to repair damage to the Road caused by any such EnergySolutions' use.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Use of the Road/Reimbursement for Damage to Road. The County agrees to permit EnergySolutions to continue using the Road to deliver rocks and other heavy materials to and from EnergySolutions' plant and for any and all other lawful uses and purposes. In exchange, EnergySolutions hereby agrees to reimburse the County for the reasonable costs incurred by the County and required to repair the damage, if any, to the Road caused directly by EnergySolutions' use of the Road in connection with the delivery and transport of rock and other heavy materials; provided, however, that in no event shall EnergySolutions be required to reimburse the County for the costs required to repair the Road, if such damage is the result of an act of God or is caused by a party or parties other than EnergySolutions and its affiliates and contractors.

2. Term. EnergySolutions shall have the right to use the Road for a term of ten (10) years, which term shall commence as of the date hereof. EnergySolutions shall have the right to renew such 10-year term for two (2) additional terms of ten (10) years each upon written notice to the County at any time prior to the expiration of the initial ten-year term hereof.

3. Inspection of Road Damage. If either Party becomes aware of material damage to the Road caused directly by EnergySolutions' delivery of rocks and other heavy materials, such Party shall notify the other Party, and the Parties shall inspect such Road damage. The Parties shall then mutually agree on the extent of such Road damage caused by use of EnergySolutions and the estimated repair costs therefor. Once the Parties have mutually agreed upon the extent of such damages caused by EnergySolutions, the County shall repair such damage at its cost. Once the County has completed and paid for such repairs, the County shall send EnergySolutions written notice thereof, along with an itemized statement of the cost of such repairs. Within sixty (60) days receiving such written notice and cost invoice, EnergySolutions shall reimburse the County in full for the cost of such repairs, so long as the cost thereof does not exceed the Parties' cost estimate by more than five percent (5%). EnergySolutions shall not be obligated to reimburse any costs for such damage, unless and until the Parties have complied with this provision. Any notice required under this Agreement must be in writing and addressed as follows (or to such other address designated in writing upon due notice to the other Party):

If to the County:

Tooele County Engineering
47 South Main
Tooele, UT 84074

If to EnergySolutions:

Attn: General Counsel
423 West 300 South
Salt Lake City, UT 84101

4. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Construction. This Agreement will be construed in accordance with the laws of the State of Utah without regard to principles of conflicts of law.

6. Counterpart Signatures/Facsimile Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original. Further, facsimile signatures shall be deemed originals for all purposes.

7. Authority. Each of the individuals executing this Agreement on behalf of the Parties represents and warrants that he/she has been authorized and directed to enter into this Agreement on behalf of such Party and that he/she has the authority to bind such Party to perform the terms hereof.

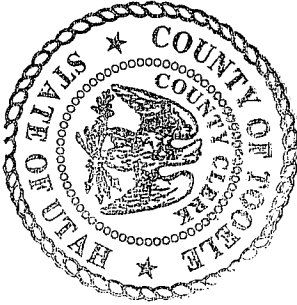
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first written above.

TOOELE COUNTY

By: *James L. Rockwell*
Its: County Commission Chairman

ENERGYSOLUTIONS, LLC, a Utah limited liability company

By: *[Signature]*
Its: VP & General Counsel



ATTEST:
[Signature]
DENNIS D. EWING
TOOELE COUNTY CLERK

Marilyn K. Gilene
Chief Deputy Clerk