

Exhibit 4

Oyster Reef Implementation Plan

1.0 INTRODUCTION

To compensate for the interim loss of ecological services from natural oyster reef habitat, resulting from releases of hazardous substances at or from the Alcoa Point Comfort/Lavaca Bay Site and the loss of reef habitat due to remedial actions in Lavaca Bay, Alcoa shall construct a minimum of 10.9 acres of oyster reef in Lavaca Bay in the approximate location depicted on Exhibit 1 to the Consent Decree. The constructed reef will be ecologically similar to nearby reefs and will be constructed pursuant to a plan designed to maximize habitat value to provide ecological services important for the continued success of biota in Lavaca Bay. It is anticipated that the ecological services provided by the constructed reef will benefit a wide range of biological resources, including finfish, shrimp, crabs, mussels, oysters and many species of reef dwelling invertebrates.

An area in the southeast portion of Lavaca Bay has been selected as the site for reef construction because this location is within the same bay system and provides an environment suitable for oyster reef growth. The selected construction site is near the pass between Keller Bay and lower Lavaca Bay, adjacent to natural reefs and scattered oyster clusters.

The Trustees have determined that if the constructed reef meets the construction and performance criteria outlined in this plan, there is reasonable assurance that the ecological services needed to offset service losses will be provided over time.

The performance criteria define short-term milestones that, if met, will provide reasonable assurance of project success in the long term. Monitoring provides information necessary to determine whether the project is trending toward these milestones or whether corrective action may be appropriate.

2.0 PROJECT IMPLEMENTATION

2.1 Construction Criteria

Alcoa shall implement the preferred alternative described in the Final Ecological DARP in accordance with the following construction criteria:

- a. Conduct a detailed bathymetric survey prior to construction.
- b. Create a minimum of 10.9 acres of oyster reef by constructing a permanent reef base from rock, shell, or other appropriate material.
- c. Place a layer of geotextile filter fabric under the material used for the core of the reef in areas where soft sediments are found.
- d. The reef will consist of parallel segments that will be constructed perpendicular or diagonal to the tidal currents.
- e. After settling, the top of the reef base shall be on average 12 inches higher than the surrounding bay bottom, with no spot less than 6 inches, to prevent burial by natural sedimentation.

- f. Construct the reef with materials that will provide appropriate attachment surfaces for oysters and other sessile mollusks, *i.e.* limestone, whole oyster shell, clean processed and graded crushed concrete, North Carolina marl, or any other material approved by the Trustees.
- g. Construction of the reef will commence at such time as to allow the reef to be completed in the March through May time frame, so that clean substrate is available during the spawning peak in Lavaca Bay (June).
- h. After construction has been completed, place a permanent elevation marker on the reef to mark +6 feet NGVD.

2.2 Oyster Reef Restoration Work Plan

Alcoa shall develop an Oyster Reef Restoration Work Plan for its internal use. The Work Plan will be provided to the Lead Administrative Trustee for comment by the Trustees. The Work Plan will be used during contractor selection and to coordinate construction activities. The construction schedule may be provided to the Lead Administrative Trustee separately from the remainder of the Work Plan. The Work Plan will contain the following information:

- a. Site Description:
 - i. Hydrology and chemical characteristics of the site
 - ii. General description of the bay bottom at the site
 - iii. General description of fauna utilizing the site
- b. A site location map and detailed plan view showing reef configuration and orientation.
- c. Construction requirements, including reef construction materials and cross-sectional engineering drawings of the reef base and finished reef and the method of determining how bay bottom elevation will be documented.
- d. Construction schedule showing the chronological relationship between construction tasks. The actual start and finish date will be determined by environmental conditions.
- e. Copies of all permits or other authorizations necessary to carry out this Implementation Plan.

The Trustees have previously reviewed the draft Work Plan submitted on April 7, 2003 and found no material inconsistencies with the construction criteria in this Oyster Reef Implementation Plan. The Trustees will also be provided the opportunity to consider Alcoa's final Work Plan. Within 14 days after receipt of the final Work Plan, the Lead Administrative Trustee will provide written notice to Alcoa whether or not the Trustees find that there are material inconsistencies between the Work Plan and the construction criteria in this Oyster Reef Implementation Plan. If any material inconsistencies are identified, or if the Trustees need additional information about details included in the Work Plan to ensure compliance with the construction criteria, the Lead Administrative Trustee will arrange a meeting between Alcoa and

Trustees to discuss the Work Plan. The Trustees will provide a written statement of their opinion with respect to any material inconsistencies within 14 days of the meeting.

2.3 Construction Certification

- a. Alcoa shall construct the oyster reef in accordance with the specifications identified in the Oyster Reef Work Plan. Within 21 days after completion of construction, Alcoa will provide notice to the Lead Administrative Trustee that Alcoa has completed construction in accordance with specifications that are consistent with the Oyster Reef Implementation Plan and the Oyster Reef Work Plan.
- b. Alcoa shall conduct its first post-construction monitoring event at any time during the first October-December time period after the oyster reef has settled by 70% ("70% Settling Date"). Alcoa will undertake a detailed geotechnical assessment based on best professional geotechnical testing and engineering practices to determine the 70% Settling Date. The 70% Settling Date will be identified in the Oyster Reef Work Plan or provided separately to the Lead Administrative Trustee.
- c. During the first post-construction monitoring event, a baseline survey will be conducted by a licensed surveyor. The survey will be conducted to determine if areal size and surface elevations specified in this plan and the Oyster Reef Work Plan have been achieved. When the baseline survey and monitoring event are complete, Alcoa will prepare a Post-Construction Report. The report will present the results of the monitoring event and survey, including:
 - i. Summary of construction activities
 - ii. Baseline survey showing reef area, configuration, elevation
 - iii. Estimated depths of overlying water
 - iv. Information to establish that the construction criteria have been met.
- d. Within 60 days after the completion of the first post-construction monitoring event, Alcoa will provide its post-construction report to the Lead Administrative Trustee for Trustee evaluation. Within 30 days after receiving the report, the Lead Administrative Trustee may establish a date for a construction inspection by the Trustees, as authorized by Paragraph 46 of the Consent Decree.
- e. The Trustees shall evaluate the report and the results of any inspection they may undertake, and if the Trustees agree that the construction criteria have been met, the Lead Administrative Trustee shall issue a written notice on behalf of all Trustees certifying completion of construction of the Oyster Reef Restoration Project in accordance with Paragraph 47 of the Consent Decree ("Certification of Completion of Oyster Reef Construction") within the later of 60 days after receipt of the Post-Construction Report or any joint inspection of the Oyster Reef Project Site requested under Paragraph 46 of the Consent Decree. If the Trustees do not agree that the construction criteria have been met, the Lead Administrative Trustee will arrange a meeting between the Trustees and Alcoa to discuss

whether the construction criteria have been met and whether any additional steps are needed to meet the construction criteria.

- f. Alcoa shall establish that the oyster reef meets the construction criteria required to obtain a Certification of Completion of Construction by July 1, 2007.

3.0 PERFORMANCE MONITORING

Performance criteria define short-term milestones that, if met, will provide reasonable assurance of project success in the long term. Monitoring provides information necessary to determine whether the project is trending toward these milestones or whether corrective action may be appropriate.

3.1 Performance Criteria

Performance criteria for the Oyster Reef Restoration Project are:

- a. The presence of a suitable solid reef base that has a surface elevation that is on average 12 inches higher than the surrounding bay bottom. Due to the slight unevenness of the bay bottom, and the shape of the reef construction material, reef surface elevation will be an arithmetic average of 12 inches above the surrounding bay bottom, but no individual spot will be less than 6 inches above bay bottom.
- b. The reef may consist of multiple reef segments constructed at the same site, but the combined areal size of the segments, not counting open water between segments, will be 10.9 acres.
- c. Evidence of sessile mollusk colonization on the constructed reef within 30 months post-construction.

Compliance with the design-based performance criteria (i.e., items a and b above) shall be documented during each monitoring event that will occur during the October-December time period approximately 18 and 30 months after construction has been completed. Compliance with the ecological performance criterion (i.e. item c, above) may be determined during any of the scheduled monitoring events or other inspections approved by the Lead Administrative Trustee.

3.2 Monitoring Events

Reef monitoring will be conducted at scheduled intervals following reef construction. The schedule and objectives of post-construction monitoring events are shown in Table 3.2.1.

Monitoring Schedule	Characteristics to Evaluate	Methods
October-December after 70% Settling Date	Evidence of colonization of sessile mollusks	Photo documentation
	Average reef surface elevation and areal extent	Baseline survey by licensed surveyor
October-December approximately 18 months following certification of completion of construction; Report due February 28 th following 18-month monitoring	Evidence of colonization of sessile mollusks (only if not documented during prior monitoring event)	Photo documentation
	Average reef surface elevation	Confirmation survey by licensed surveyor
October-December approximately 30 months following certification of completion of construction; Report due February 28 th following 30-month monitoring	Evidence of colonization of sessile mollusks (only if not documented during prior monitoring event)	Photo documentation

4.0 CORRECTIVE ACTIONS

4.1 Minor Corrective Actions

No routine maintenance of the reef is expected or required. Therefore, minor corrective actions are not anticipated.

4.2 Major Corrective Actions

Alcoa will obtain Trustee approval from the Lead Administrative Trustee prior to performing any major corrective action. Major corrective actions may include:

- a. Mobilization of heavy equipment for reworking existing base material to provide gaps, passes, or deflectors designed to improve circulation and/or reduce sedimentation.
- b. Reconstruction or augmentation of reef base to address excessive subsidence or settlement.
- c. Mechanical manipulation of the upper reef surface to increase surface attachment area if the spat set is not successful and is negatively colonized by algae.

Major corrective actions will not include construction of a new reef at a different location; rather major corrective actions that may be required are limited to corrections/ amendments/

modifications of the existing reef to improve circulation, reduce sedimentation, and/or reduce fouling, as described herein.

4.3 Triggers for Consideration of Major Corrective Actions

The need for major corrective action may be triggered by excessive subsidence or settling of the reef base as measured by the baseline survey or the confirmation survey. Major corrective action may be required by the Trustees if average reef surface elevation measured during either survey indicates the reef does not meet elevation or areal size specified by the design-based performance criteria.

The need for major corrective action may also be required if no evidence of colonization of sessile mollusks is detected in any scheduled post-construction monitoring event. The Trustees have the option of requiring one additional monitoring event if the ecological performance criterion has not been met by the time of the 30 Month Post-construction Monitoring Event. Under no circumstances will monitoring continue for more than four (4) years following Certification of Completion of Construction.

4.4 Limitations on Major Corrective Actions

The performance of one or more major corrective actions is subject to the activity-based limitations described herein. After Alcoa has submitted a post-construction report establishing that construction has been completed in accordance with the construction criteria, major corrective actions shall be limited to the following described activities and in no event shall Alcoa be required to perform major corrective actions, which either individually or in the aggregate, exceed the applicable limitation for each such activity as set forth in this Section 4.4:

- a. Mobilization of heavy equipment for reworking existing base material to improve circulation and/or reduce sedimentation is limited to one event.
- b. Reconstruction or augmentation of reef base to address excessive subsidence or settling is limited to one event.
- c. Mechanical manipulation of the upper reef surface to increase surface attachment area if the spat set is not successful and attachment surfaces are negatively colonized by algae with a three-event limit.

5.0 RECORD KEEPING AND REPORTING

The post-construction report shall be prepared and submitted to the Lead Administrative Trustee as required in Paragraph 2.2 and Table 3.2.1 above.

6.0 FINAL CERTIFICATION

When it determines that the performance criteria specified in Paragraph 3.1 above have been met, Alcoa will provide a written basis for its determination to the Lead Administrative Trustee. The Trustees will review the written explanation, and if they agree that the criteria have been met, the Lead Administrative Trustee will certify that Alcoa has completed the Oyster Reef Restoration Project in accordance with Paragraph 50 of the Consent Decree. If the Trustees do

not agree that the criteria have been met, the Lead Administrative Trustee will arrange a meeting between Alcoa and the Trustees to discuss whether additional steps need to be taken to meet the criteria.

Exhibit 5

Implementation Plan for Recreational Projects

1.0 INTRODUCTION

To compensate for the interim recreational fishing service losses resulting from releases of hazardous substances at or from the Alcoa Point Comfort/Lavaca Bay Site, Alcoa shall construct each of the Recreational Projects described in this Implementation Plan.

The Trustees have determined that if the constructed Recreational Projects meet the construction criteria outlined in this Implementation Plan, there is reasonable assurance that the recreational fishing services needed to offset service losses will be provided over time.

Use surveys will be conducted to develop information about the utilization of these projects. However, these surveys are for information purposes only and no corrective action shall be required of Alcoa if such goals are not met.

2.0 PROJECT IMPLEMENTATION

The Recreational Projects consist of improvements to be constructed at the Six Mile Park, Point Comfort Park, Bayfront Peninsula, Lighthouse Beach, and Magnolia Beach, as follows:

- a. Six Mile Park. At the Project Site identified as "Six Mile Park" on Exhibit 1 to the Consent Decree, Alcoa shall construct a new fishing pier.
- b. Six Mile Park. At the Project Site identified as "Six Mile Park" on Exhibit 1 to the Consent Decree, Alcoa shall replace the existing auxiliary boat ramp, construct a new timber dock, stabilize the bulkhead and shoreline areas at the ramp and dredge the channel to and from the ramp to provide boating access to Lavaca Bay.
- c. Point Comfort Park. At the Project Site identified as "Point Comfort Park" on Exhibit 1 to the Consent Decree, Alcoa shall construct a new fishing pier, a parking area for a minimum of ten vehicles, and a walkway from the parking area to the new pier.
- d. Bayfront Peninsula. At the Project Site identified as the "Bayfront Peninsula" on Exhibit 1 to the Consent Decree, Alcoa shall construct a new fishing pier.
- e. Lighthouse Beach. At the Project Site identified as "Lighthouse Beach" on Exhibit 1 to the Consent Decree, Alcoa shall construct a new timber dock, remove the shoals in the channel to and from the existing boat ramp, excavate the confined dredge disposal facility at this location, and repair the disposal facility's decant structure.
- f. Magnolia Beach. At the Project Site identified as "Magnolia Beach" on Exhibit 1 to the Consent Decree, Alcoa shall widen and extend the existing jetty east of the boat ramp.

2.1 Construction Criteria

Each pier and dock to be constructed as part of a Recreational Project will be designed consistent with current engineering standards for piers and docks on the Texas Gulf coast to achieve a 30-year life span. Additional plans and specifications for the piers, docks and other improvements to be constructed as part of the Recreational Projects are set forth on Annexes 5-A through 5-E attached hereto.

2.2 Recreational Projects Work Plan

Alcoa shall develop a Recreational Projects Work Plan for its internal use. The Work Plan will be provided to the Lead Administrative Trustee for comment by the Trustees. The Work Plan will be used during contractor selection and to coordinate construction activities. The construction schedule may be provided to the Lead Administrative Trustee separately from the remainder of the Work Plan. The Work Plan will contain the following information:

- a. Site description.
- b. A site location map and detailed plan view showing the configuration of each project.
- c. Construction requirements, including building plans and cross-sectional engineering drawings for the recreational projects.
- d. Construction schedule providing requirements for beginning and end dates for construction.
- e. Discussion of appropriate permits for construction required by this Implementation Plan.

The Trustees have previously reviewed the draft Work Plan submitted on April 25, 2003 and found no material inconsistencies with the construction criteria in this Recreational Projects Implementation Plan. The Trustees also will also be provided with the opportunity to consider Alcoa's final Work Plan. Within 14 days after receipt of the final Work Plan, the Lead Administrative Trustee will provide written notice to Alcoa whether or not the Trustees find that there are material inconsistencies between the Work Plan and the construction criteria in this Recreational Projects Implementation Plan. If any material inconsistencies are identified, or if the Trustees need additional information about details included in the Work Plan to ensure compliance with the construction criteria, the Lead Administrative Trustee will arrange a meeting between Alcoa and the Trustees to discuss the Work Plan. The Trustees will provide a written statement of their position with respect to any material inconsistencies within 14 days of the meeting.

2.3 Construction Certification

Within sixty (60) days following the completion of construction of each of the foregoing Recreation Projects, Alcoa shall prepare and submit to the Lead Administrative Trustee a post-construction report as contemplated by Paragraph 46 of the Consent Decree. The post-construction report shall include the following: (1) A statement signed and sealed by a registered Texas Engineer confirming that the Recreational Project was built in accordance with the plans and specifications included in this Implementation Plan; (2) An executed agreement between Alcoa and the local governmental entity that owns and/or manages the Project Site, or with such other entity approved by the Lead Administrative Trustee, that provides for a) the ownership and/or management of the Recreational Project by that entity following construction; b) free public access to the Recreational Project for at least 15 years; c) future access to the Project Site for Alcoa to conduct the use surveys contemplated by this Implementation Plan, and d) funding sufficient, in the judgment of Alcoa and the owner/manager of the Project Site, to conduct routine maintenance activities and storm, hurricane and other casualty loss insurance policies for the project for 15 years (collectively, the "Post-Construction Report").

The Trustees shall evaluate each Post-Construction Report and the results of any inspection they may undertake, and if the Trustees agree that the construction criteria have been met, the Lead Administrative Trustee shall issue a written notice on behalf of all Trustees certifying completion of construction of the particular Recreational Project in accordance with Paragraph 47 of the Consent Decree within the later of 60 days after receipt of the Post-Construction Report or any joint inspection of the particular Project Site requested under Paragraph 46 of the Consent Decree. If the Trustees do not agree that the construction criteria have been met, the Lead Administrative Trustee will arrange a meeting between the Trustees and Alcoa to discuss whether additional steps need to be taken to meet the construction criteria.

2.4 Construction Completion

Alcoa shall establish that each Recreational Project meets the construction criteria required to obtain a Certification of Completion of Construction by July 1, 2006.

3.0 USE SURVEYS

Following completion of construction, Alcoa shall survey the use of the Recreational Projects for which usage goals have been established semiannually, once in the spring and once in the fall, for a maximum of three (3) years. The conduct of the use surveys is for informational purposes only and no corrective action shall be required of Alcoa if such goals are not met. Each use survey event shall include the average of a weekend day and weekday count of the number of individual trips at each site. If the usage goals are met or exceeded in two consecutive events or in two consecutive years (where participation levels are averaged within a year) at a site, no further use surveys are required for that site. In no event shall Alcoa be required to conduct use surveys for more than three (3) years following completion of construction of any Recreational Project.

During the survey events, a count of the number of anglers visiting each pier throughout the course of the day and the number of persons using each boat ramp throughout the course of the day will be conducted.

The minimum usage goals for early discontinuance of use surveys is as follows:¹

- 16 individual trips per day for the pier at Six Mile Park
- 16 individual trips per day for the pier at the Port Lavaca Bayfront
- 8 individual trips per day for the pier at Point Comfort
- 16 individual trips per day for the boat ramp at Lighthouse Beach
- 11 individual trips per day for the boat ramp at Six Mile Park

3.1 Conducting the Surveys

Alcoa will select the days during the specified seasons when the use survey will be conducted. If severe weather is predicted for the selected day, the planned count will be postponed. On the

¹ There is no usage goal for Magnolia Beach.

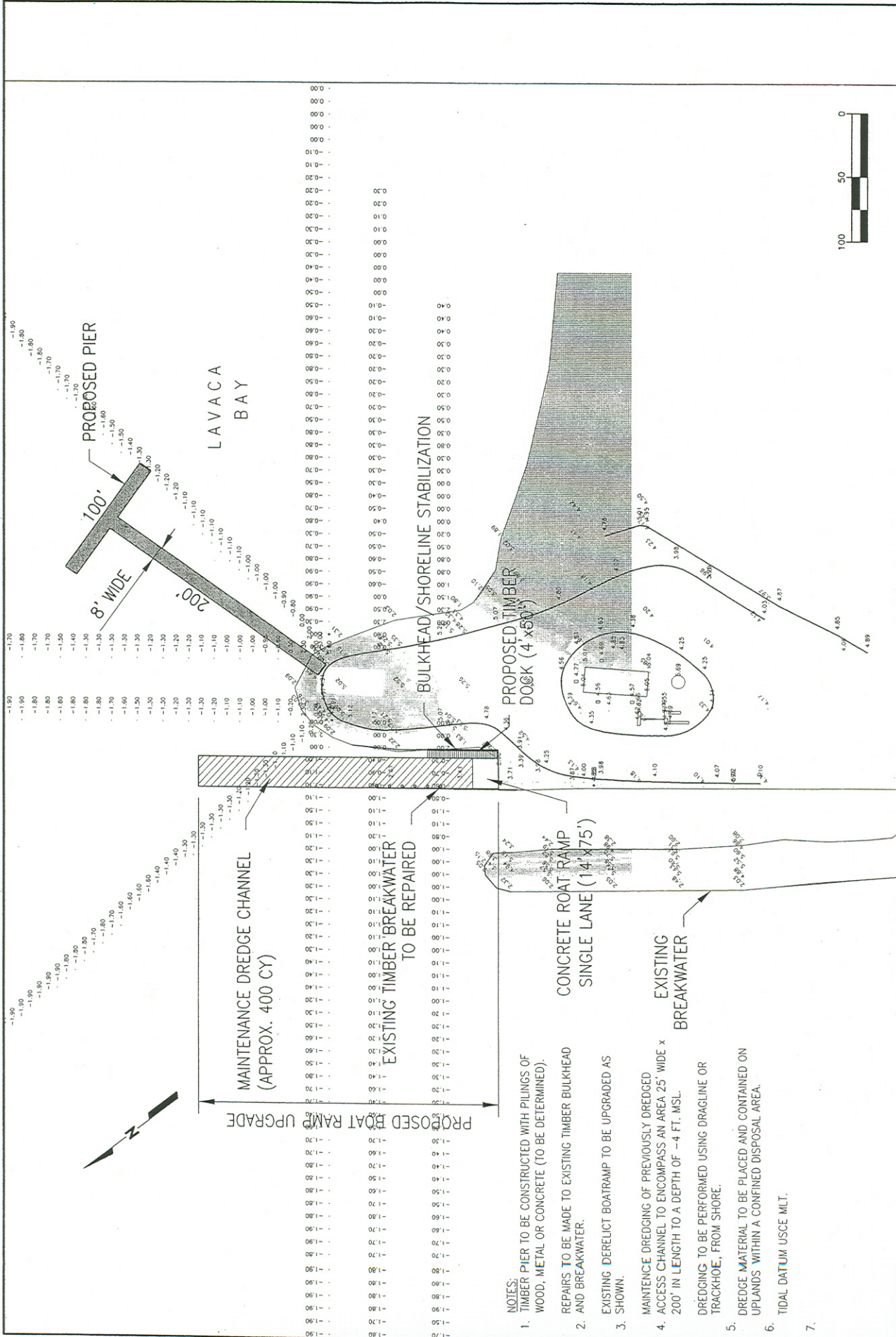
selected days, the Alcoa representative will arrive at the designated site at 5 am. The Alcoa representative will use a tally sheet or hand-held counter to keep track of all adult anglers (16 years and older) entering the site. For the boat ramp sites, counting will end at 9 pm, or when the count reaches twice the usage goals, whichever occurs sooner. For the fishing piers, counting will end at 12 am, or when the count reaches twice the usage goals, whichever occurs sooner.

3.2 Reporting Requirements

The data collected from each use survey event will be included in a letter report and submitted to the Lead Administrative Trustee within 60 days of each survey event, provided that any letter report submitted following two survey events in a calendar year shall include an annual average count.

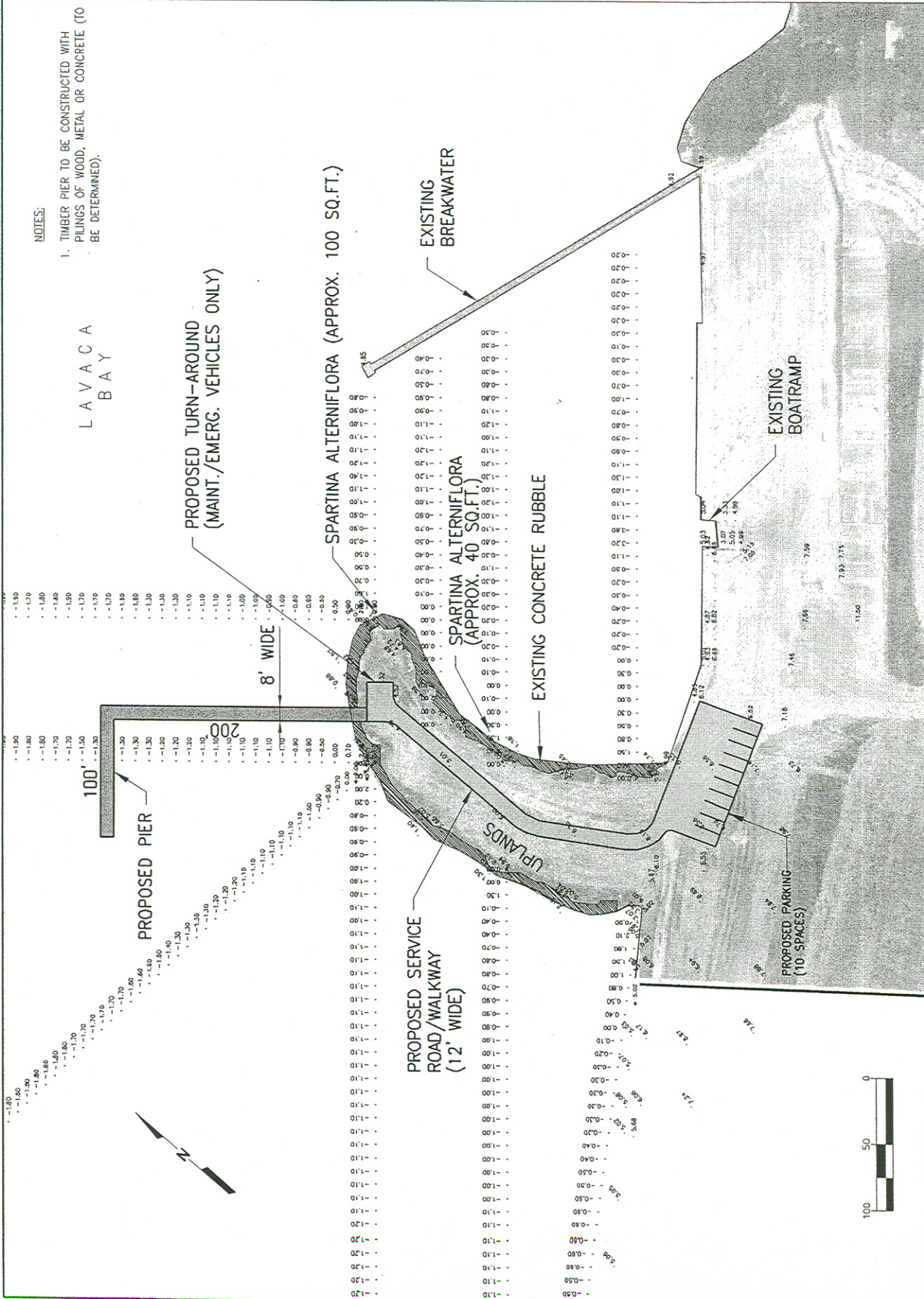
4.0 FINAL CERTIFICATION OF PROJECT COMPLETION

When Alcoa has completed all use surveys required under this Implementation Plan for all Recreational Projects, Alcoa will notify the Lead Administrative Trustee in writing. The Lead Administrative Trustee will certify Alcoa's completion of the Recreational Projects in accordance with Paragraph 50 of the Consent Decree.



NOTES:

1. TIMBER PIER TO BE CONSTRUCTED WITH PILING OF WOOD, METAL OR CONCRETE (TO BE DETERMINED). REPAIRS TO BE MADE TO EXISTING TIMBER BULKHEAD AND BREAKWATER.
2. EXISTING DERELICT BOATRAMP TO BE UPGRADED AS SHOWN.
3. MAINTENANCE DREDGING OF PREVIOUSLY DREDGED ACCESS CHANNEL TO ENCOMPASS AN AREA 25' WIDE x 200' IN LENGTH TO A DEPTH OF -4 FT. MSL.
4. DREDGING TO BE PERFORMED USING DRAGLINE OR TRACKHOE, FROM SHORE.
5. DREDGE MATERIAL TO BE PLACED AND CONTAINED ON UPLANDS WITHIN A CONFINED DISPOSAL AREA.
6. TIDAL DATUM USCE M.L.T.
- 7.



NOTES:

1. TIMBER PIER TO BE CONSTRUCTED WITH PLINGS OF WOOD, METAL OR CONCRETE (TO BE DETERMINED).

LAVACA BAY

PROPOSED TURN-AROUND
(MAINT./EMERG. VEHICLES ONLY)

SPARTINA ALTERNIFLORA (APPROX. 100 SQ.FT.)

EXISTING BREAKWATER

SPARTINA ALTERNIFLORA (APPROX. 40 SQ.FT.)

EXISTING CONCRETE RUBBLE

EXISTING BOATRAMP

PROPOSED SERVICE ROAD/WALKWAY (12' WIDE)

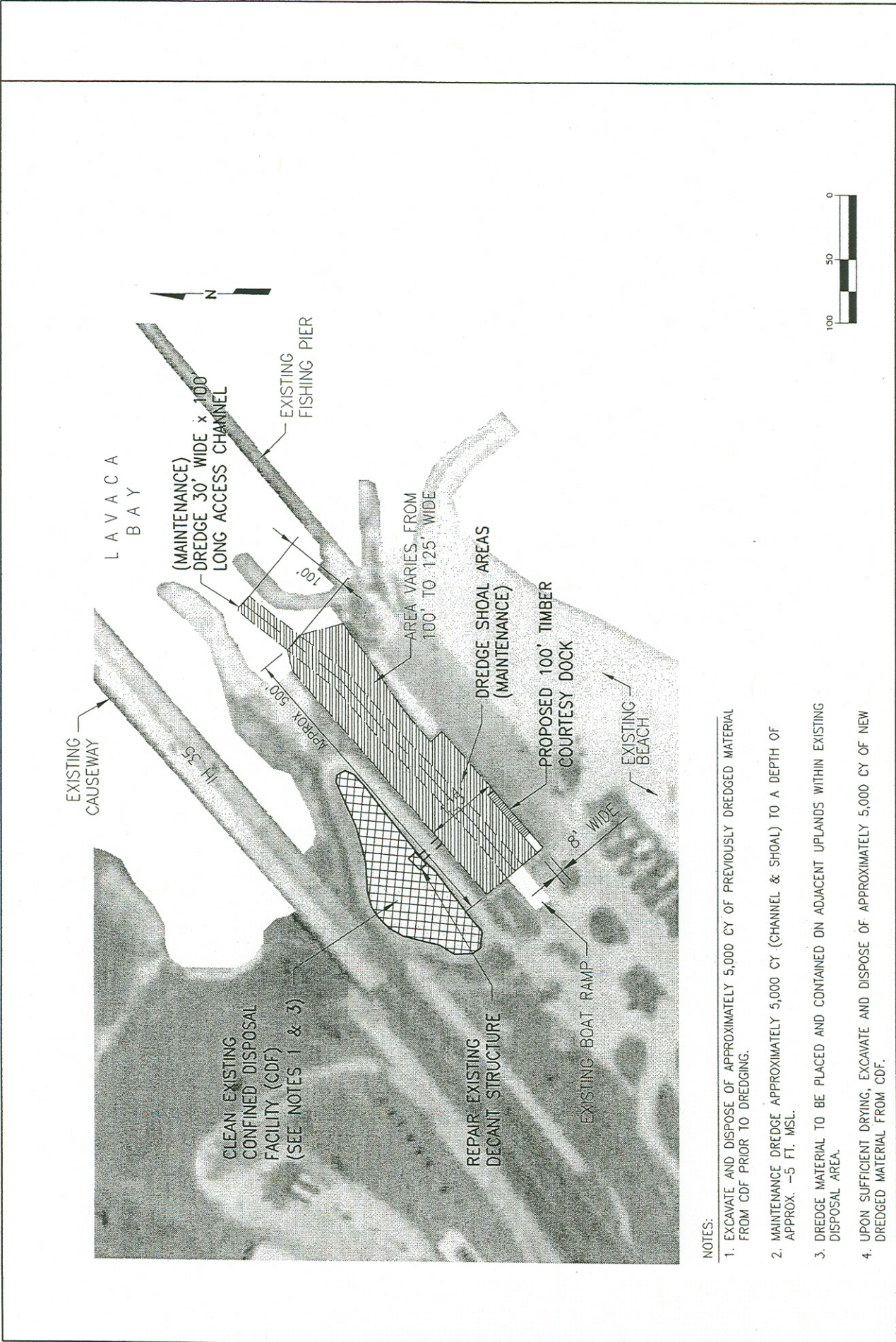
PROPOSED PARKING (10 SPACES)

DESCRIPTION/ACTIVITIES: PROPOSED FISHING PIER AND PARKING AT POINT COMFORT

SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

555 North Chaucerhus Street, Suite 1650 Corpus Christi, Texas 78478

JOB NO.: 90118 DATE: 04/05/00 REV. DATE: 06/28/00



NOTES:

1. EXCAVATE AND DISPOSE OF APPROXIMATELY 5,000 CY OF PREVIOUSLY DREDGED MATERIAL FROM CDF PRIOR TO DREDGING.
2. MAINTENANCE DREDGE APPROXIMATELY 5,000 CY (CHANNEL & SHOAL) TO A DEPTH OF APPROX. -5 FT. MSL.
3. DREDGE MATERIAL TO BE PLACED AND CONTAINED ON ADJACENT UPLANDS WITHIN EXISTING DISPOSAL AREA.
4. UPON SUFFICIENT DRYING, EXCAVATE AND DISPOSE OF APPROXIMATELY 5,000 CY OF NEW DREDGED MATERIAL FROM CDF.

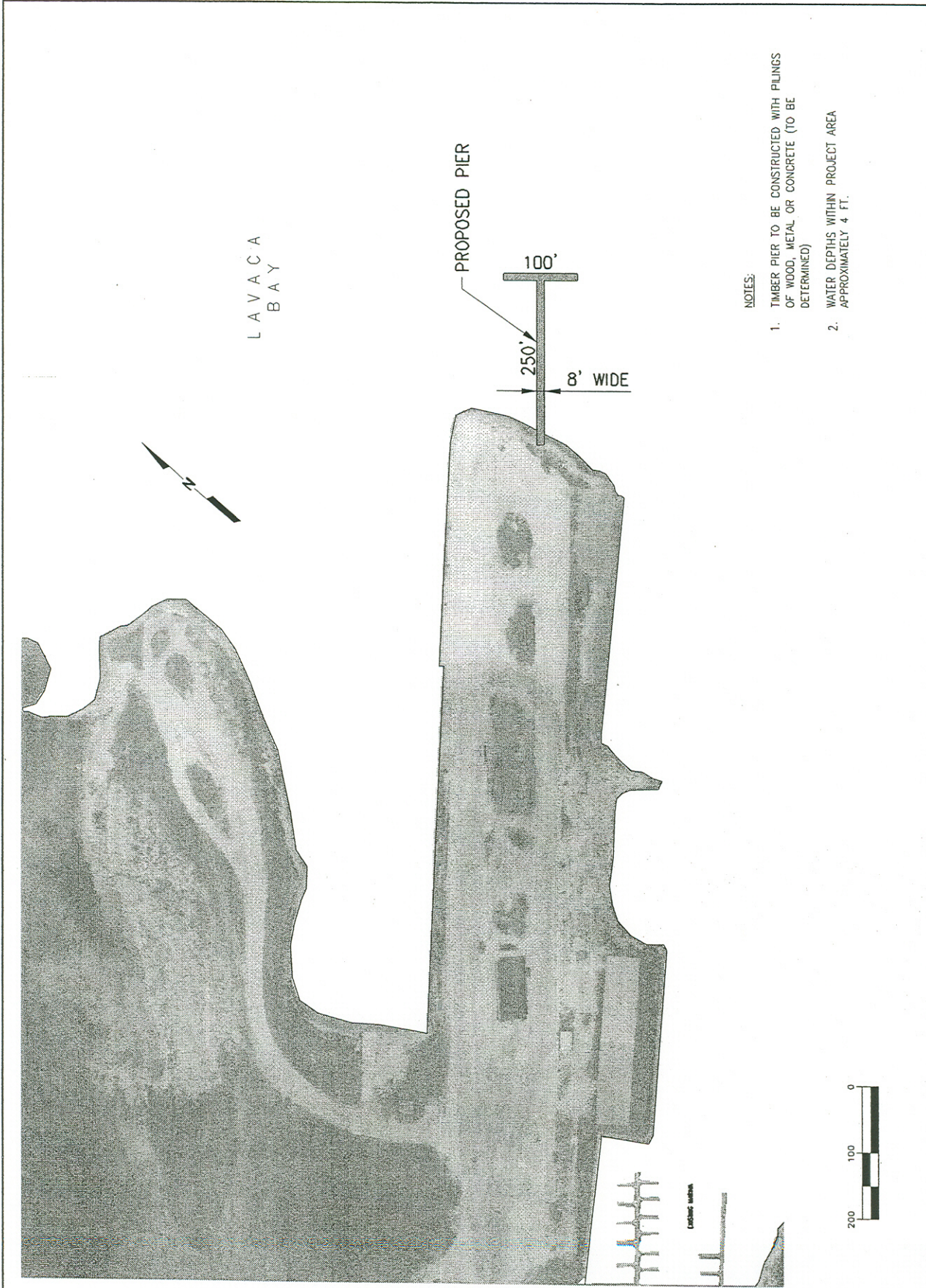


SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

555 North Chausaubas Street, Suite 1650 Corpus Christi, Texas 78478

DESCRIPTION/ACTIVITIES: PROPOSED BOAT RAMP UPGRADE AT LIGHTHOUSE BEACH

JOB NO.: 90118 DATE: 04/05/00 REV. DATE: 06/28/00



LAVACA BAY

PROPOSED PIER

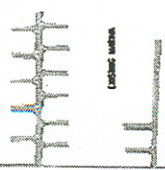
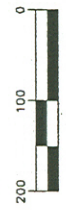
100'

250'

8' WIDE

NOTES:

1. TIMBER PIER TO BE CONSTRUCTED WITH PLINGS OF WOOD, METAL OR CONCRETE (TO BE DETERMINED)
2. WATER DEPTHS WITHIN PROJECT AREA APPROXIMATELY 4 FT.



DESCRIPTION/ACTIVITIES: PROPOSED FISHING PIER AT BAYFRONT

SHINER MOSELEY AND ASSOCIATES, INC.
ENGINEERS & CONSULTANTS

555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78478

JOB NO.: 90118 DATE: 04/05/00 REV. DATE: 06/26/00

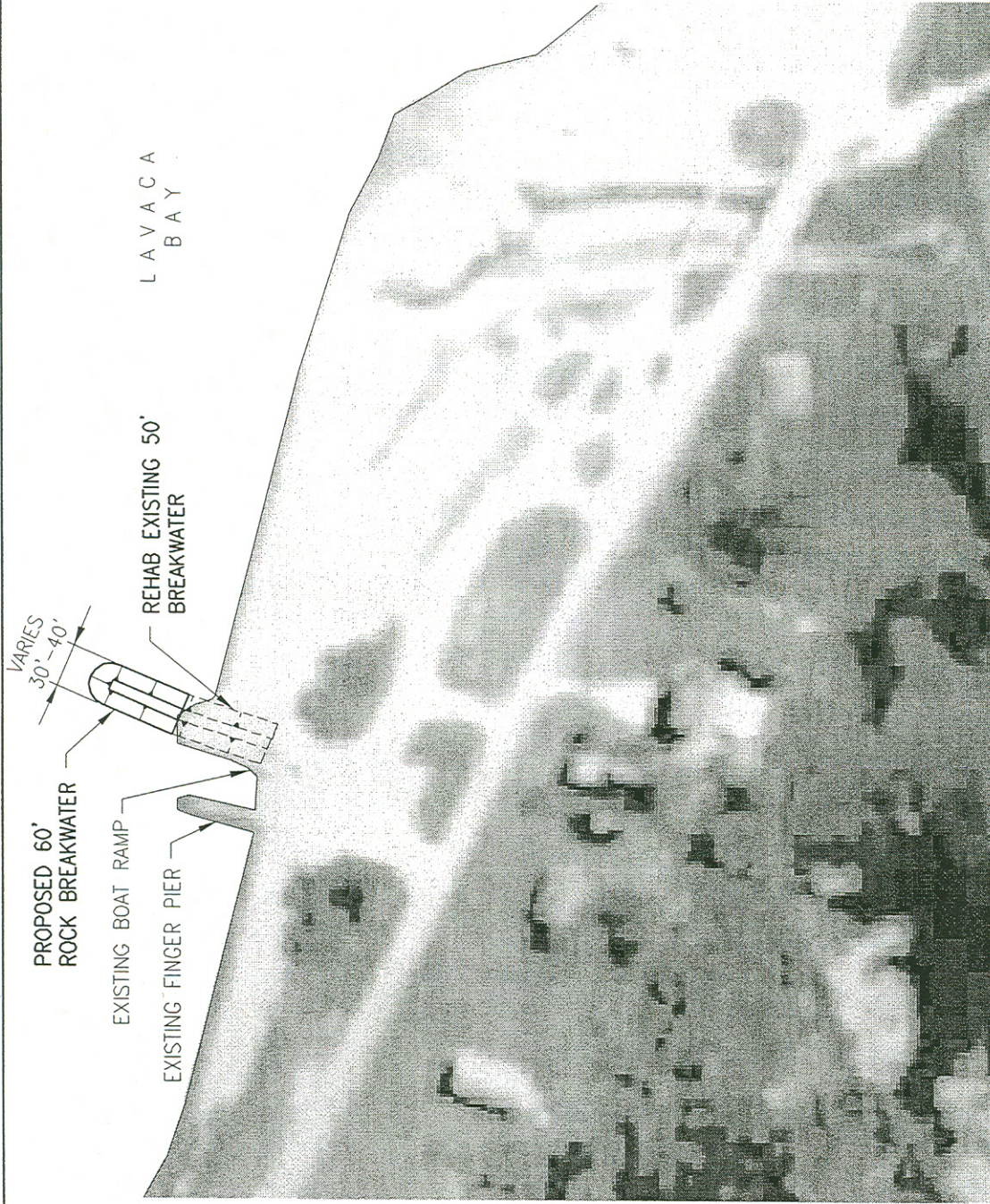


Exhibit 6

DOI/FWS Special Use Permit (for Marsh Project Implementation)



UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

Aransas National Wildlife Refuge

SPECIAL USE PERMIT

Station No. to be Credited

21530

Permit Number

04-046

Date

5-24-2004

Period of Use (inclusive)

From 9-8/1/2004

To 9-8/1/2014

TL
TL
TL

Permittee Name

Alcoa, Inc., (Ron Weddell), Remediation Manager

Permittee Address

State Highway 35
P.O. Box 101, Building 505
Point Comfort, TX 77978
Phone: 361-987-6445

Purpose (specify in detail privilege requested, or units of products involved)

To permit Alcoa, Inc and their designated contractor(s) access to the Myrtle Foester Whitmire Unit of Aransas National Wildlife Refuge located in Calhoun County near the town of Indianola, Texas.

The purpose for access is to construct an intertidal marsh amounting to at least 69.3 acres adjacent to and on the Refuge along the north shore of Powderhorn Lake. Alcoa's contractor will be permitted to access the Refuge for the purpose of construction. Upon completion of construction Alcoa's contract biologist will have access to the Unit to conduct monitoring to determine if Milestones were met as specified in the Consent Decree

Description (specify unit numbers; metes and bounds, or other recognizable designations)

Access will be permitted along the main roads as designated in the attached map. A wetland will be constructed that consists of at least 69.3 acres with approximately 30.3 acres onshore, 39 acres offshore, and a 4,900 breakwater approximately 0.5 feet above average high water.

Amount of fee _____ if not a fixed payment, specify rate and unit of charge: _____

- Payment Exempt -Justification: 5 RM 17.9 C (5)
- Full Payment
- Partial Payment -Balance of payments to be made as follows:

Record of Payments

Special Conditions

See attached Special Conditions for permit number 04-046

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the conditions and requirements appearing on the reverse side.

Permittee Signature

Ronald W Weddell

Issuing Officer Signature and Title

Tray Littel / Refuge Manager

General Conditions

1. Payments

All payments shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

2. Use limitations

The permittee's use of the described premises is limited to the purposes herein specified; does not unless provided for in this permit allow him/her to restrict other authorized entry on to his/her area; and permits to the Service to carry on whatever activities are necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other

3. Damages

The United States shall not be responsible for any loss or damages to property including but not limited to growing crops, animals, and machinery; or injury to the permittee, or his/her relatives, or to the officers, agents, employees, or any others who are on the premises from instructions or by the sufferance of the permittee or his/her associates; or for damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

4. Operating Rules and Laws

The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing National Wildlife Refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge officer in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

5. Responsibility of Permittee

The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of his/her associates, to use reasonable care.

6. Revocation Policy

This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing National Wildlife Refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, or may enter and possess the premises as the agent of the permittee and for his/her account.

7. Compliance

Failure of the Service to insist upon a strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.

8. Termination Policy

At the termination of this permit, the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 9. If he/she fails to do so, he/she will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed the reenter as needed to remove his/her property as stated in paragraph 9. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittees action nor shall it operate as a waiver of the Government's rights to terminate or cancel the permit for the breach of any specified condition or requirement.

9. Removal of Permittee's Property

Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may within a reasonable period as stated in the permit or as determined by the refuge officer in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc., from the premises for which he/she is responsible. Within the period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

10. Transfer of Privileges

This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue though lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

11. Conditions of Permit not Fulfilled

If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

12. Official Barred from Participating

No Member of Congress or Residential Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

13. Nondiscrimination in Employment

The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246, as amended.

Privacy Act Statement--Special Use Permit

NOTICE: In accordance with the Privacy Act of 1974, 5 U.S.C. 552a, please be advised that:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd - 668ee), and the Refuge Recreation Act, (16 U.S.C. 460k-3); implemented by regulations in 50 CFR 25-36.
2. Information collected in issuing a permit may be used to evaluate and conclude the eligibility of, or merely document, permit applicants.
3. Routine use disclosures may also be made (1) to the U.S. Department of Justice when related to litigation or anticipated litigation; (2) of information indicating a violation or potential violation of a statute, regulation, rule, order or license, to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order or license; (3) from the record of the individual in response to an inquiry from a Congressional office made at the request of that individual; (4) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48FR 54716; December 6, 1983).
4. Any information requested is required to receive this permit. Failure to answer questions may jeopardize the eligibility of individuals to receive permits.

Special Use Permit 04-046
Alcoa, Inc., (Ron Weddell), Remediation Manager

Special Conditions:

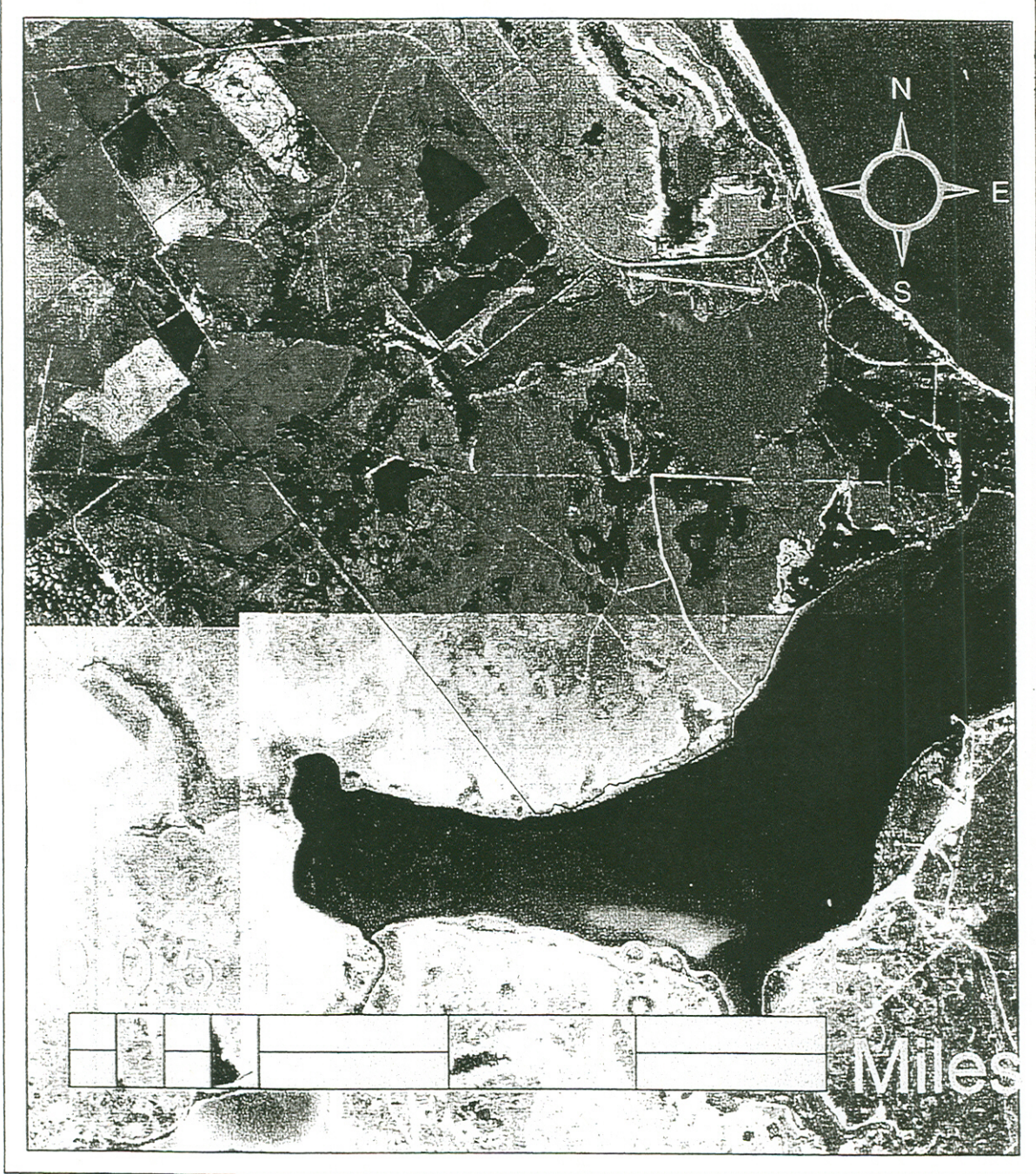
1. Alcoa and or Contractor must contact the Refuge Manager prior to beginning work to obtain current combination to the gate. The entrance gate is on a combination lock and is changed routinely.
2. Existing wetland adjacent to and east of the proposed wetland project should not be damaged. Contractor should not move any material from the existing wetland site.
3. Kenneth Rice, Fish and Wildlife Biologist with the Service in Corpus Christi, Texas will serve as the on site inspector during construction operations. Any significant disturbance to mottled ducks, whooping cranes, or other species may temporarily stop construction operations.
4. Alcoa must have all necessary state and federal permits prior to beginning work. (404 permit Corps of Engineers), etc.
5. Construction and monitoring will follow the Marsh Implementation Plan dated ~~November 14, 2003~~ June 18, 2004, or any subsequent modification approved by Alcoa and the natural resource trustees, or the court. AWW T.L.
6. The United States Fish and Wildlife Service (FWS) does not assume any liability by entering into this Special Use Permit. Alcoa, its successors and assigns shall indemnify, save and hold harmless the FWS and its employees, agents, contractors, subcontractors, and representatives for or from any and all claims or causes of action of any kind including personal liability, losses or damage to machinery, attorney fees, and costs arising from, or on account of, negligence or other tortious acts or omissions of Alcoa, its officers, directors, employees, agents, contractors, subcontractors, and any persons under its control, in carrying out activities authorized by this Special Use Permit. In carrying out permitted activities authorized by this Special Use Permit neither the United States of America nor the United States Fish and Wildlife Service shall be held out as a party to any contract entered into by or on behalf of Alcoa its successors or assigns or contractors or subcontractors.

7. The United States Fish and Wildlife Service as owner and occupant of the Myrtle Foester Whitmire Unit of the Aransas National Wildlife Refuge reserves the unfettered right without prior notice to Alcoa, its successors, assigns, agents, employees, officers, directors, contractors, or subcontractors, to be present on, around or about the property which is the subject of this Special Use Permit in order to inspect, observe, patrol, or otherwise carry out the mission of the Aransas National Wildlife Refuge.

Ronald W. Wedder
Permittee Signature

Troy Lethell
Refuge Managers Signature

Alcoa Access for Marsh Project



Legend


 Refuge Boundary

USACE Permit No. _____
 Applicant: ALCOA
 Date: _____ Sheet _____ of _____

PROPOSED MARSH RESTORATION DETAILS



J:\Slovakia\Projects\1898\90040\dwg\Permit\90040P2.dwg 09/29/00 08:41:10 AM CDT


SHINER MOSELEY AND ASSOCIATES, INC.
 ENGINEERS & CONSULTANTS
 555 North Caraculua Street, Suite 1650 Corpus Christi, Texas 78478

DESCRIPTION/ACTIVITIES: RESTORATION OF MARSH AND OYSTER REEF HABITAT, AND ENHANCEMENT OF RECREATIONAL FISHING OPPORTUNITIES
 JOB NO.: 90040 DATE: '1/00 REV. DATE: 06/28/00 Annex 3-A