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Department of Energy
Oak Ridge Operations
P. O. Box E
Oak Ridge, Tennessee 37831

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(3) *...* k

November 22, 1983

Futura Coatings
ATTN: Dean Jarboe
9200 Latty Avenue
Hazelwood, MO 63042

Gentlemen:

AGREEMENT FOR USE OF PROPERTY AT 9200 LATTY AVENUE, HAZELWOOD, MO

Following a series of meetings and exchanges of correspondence, you have tentatively agreed to allow the U. S. Department of Energy limited use of property owned by Jarboe Realty and Investment Company, Inc. located at 9200 Latty Avenue, Hazelwood, MO. The enclosed agreement defines the proposed use of the property for storage of waste materials associated with the radiological characterization of Latty Avenue.

If you have any questions regarding the agreement, please contact either myself or Kathleen Harer of my staff. Two copies of the agreement are enclosed for your signature, one of which should be returned to this office for our files. If the agreement is not acceptable and requires revision, Ms. Harer and our attorney, C. H. Seehorn, will be prepared to visit your site next week to discuss the agreement and finalize it at that time. Your cooperation in this effort is appreciated.

Sincerely,

E. L. Keller

E. L. Keller, Director
Technical Services Division

CE-53:KFH

Enclosures:
As stated

cc w/encl:
G. W. Benedict
R. L. Rudolph, BNI
C. H. Seehorn
W. Latham
E. G. DeLaney, GTN

CONTRACT

THIS CONTRACT ("contract") is made this _____ day of December, 1983, between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the SECRETARY OF ENERGY (hereinafter referred to as the "Secretary"), the statutory head of the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and JARBOE REALTY AND INVESTMENT COMPANY, INC. (hereinafter referred to as "Jarboe Realty"), a Missouri corporation;

WITNESSETH THAT:

WHEREAS, low level radioactive residues currently exist in the environs of Latty Avenue in St. Louis County, Missouri, on, and in the vicinity of certain property owned by Jarboe Realty on Latty Avenue; and

WHEREAS, those residues resulted either from transportations of radioactive residues to the property currently owned by Jarboe Realty on Latty Avenue and/or erosion from the above-described Jarboe Realty property; and

WHEREAS, the Cities of Hazelwood and Berkeley, Missouri, are desirous of widening Latty Avenue in the vicinity of the Jarboe Realty property; and

WHEREAS, such widening cannot occur until the low level radioactive materials have been properly identified (and subsequently removed); and

WHEREAS, DOE, through its operating contractors, proposes to undertake the necessary characterization of the Latty Avenue area to identify those areas from which low level radioactive materials must be removed;

NOW, THEREFORE, the parties agree as follows:

1. DOE, through its contractors, shall undertake appropriate characterization studies sufficient to identify those areas in the vicinity of the proposed road-widening project which must be decontaminated prior to commencing the proposed road-widening project. Such characterization shall also attempt to provide a valid estimate as to the quantity (i.e., cubic yards) of materials that must be removed.

2. Such characterization study will, of necessity, generate a small amount (approximately 100 cubic yards) of low level radioactive materials which must be removed and stored. It is mutually agreed that the best storage area for this small quantity of materials is on the parcel of land owned by Jarboe Realty.

3. For and in consideration of a one-time "user fee" of \$500.00, payable on or before said characterization work shall begin, Jarboe Realty hereby consents to the emplacement of said small quantity of low level materials on its property on Latty Avenue, such emplacement to be on or in very close proximity to the present "mound" currently on said property. Jarboe Realty also consents, for said consideration, to permit DOE and/or its contractors to use the macadamed roadway on FUTURA CORPORATION leased property to access the Jarboe Realty property for disposal purposes and/or such other purposes as may validly be associated with the characterization work. Jarboe Realty also, for the same consideration, consents to DOE and/or its contractors to install and utilize a small, steam-cleaning decontamination facility, including related fixtures, on the Jarboe Realty property; said facility to be removed from the property by DOE at a mutually acceptable date.

4. Jarboe Realty, either through itself or through an entity acting on its behalf, shall be permitted to do certain clearing and/or grading on its property to prepare for and accommodate the above-described residues. However, such clearing and/or grading shall only be accomplished after consultation and approval of such work by DOE and/or its contractors so as to preclude unnecessary escape or erosion of radioactive materials from such property. The above-described clearing and/or grading work shall be at Jarboe Realty's own expense.

5. Both parties agree that this contract shall cover only the proposed characterization work. Any involvement with subsequent excavation work to remove the materials characterized shall be covered under a separate contract and this contract shall not serve as precedent for any such future contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

UNITED STATES OF AMERICA

BY: SECRETARY OF ENERGY

BY:

(Contracting Officer)

JARBOE REALTY AND INVESTMENT COMPANY, INC.

BY:

(President)