Revised 1/99

CORRES. CONTROL
INCOMING LTR NO.

00170 RF 99

DUE DATE

ACTION

Department of Energy

ROCKY FLATS FIELD OFFICE
P.O. BOX 928
GOLDEN, COLORADO 80402-0928

FEB 12 1999

99-DOE-03518

RFETS-CC-

DIST.	LTR	ENC
BENSUSSEN, S.J.		
BOGENBERGER, V.		
BORMOLINI, A.M.		
BRAILSFORD, M.D.		
BURDGE, L.		
CARD, R.G.		
COSGROVE, M.M.		
COX, C.M.		
CRAWFORD, A.C.		
DEJONG, V.J.		
DERBY, S.		
DIETERLE, S.E.	X	X
FERRERA, D.W.		
FERRERA, K.P.		
FULTON, J.C.		
GERMAIN, A.L.		
HARDING, W.A.		
HARROUN, W.P.		
HEDAHL, T.G.		
HILL, J.A.		
LEONARD, R.C.		
LEWIS, M.R.		
MARTINEZ, L.A.		
NORTH, K.		
PARKER, A.M.		
PHILLIPS, F.J.		
POLSTON, S.		
RODGERS, A.D.		
SHELTON, D.C.		
TUOR, N.R.		
VOORHEIS, G.M.		
Motyl, K	X	X
Sparles, M	X	X

COR. CONTROL	X	X
ADMN. RECORD		
PATS/T130G		

Reviewed for Addressee
Corres. Control RFP

2/16/99 LK
Date By

Ref Ltr. #

DOE ORDER # None

Mr. James Landeck, President
Woman Creek Reservoir Authority
11701 Community Center Drive
Northglenn, Colorado 80233

Dear Mr. Landeck,

Enclosed is your copy of Use Agreement number RP-99-1011UA for the installation of a surface water measurement station on the inflow structure on Woman Creek Reservoir. Installation should be complete by mid March, weather permitting.

If you have any questions, please feel free to call me at telephone (303) 966-6501.

Sincerely,

Steven R. Schiesswohl
Realty Officer

Enclosure

cc w/ Enc.
T. Howell, OCC, RFFO
K. Motyl, RMRS

cc w/o Enc.
F. Guerink, AIG, RFFO
S. Dieterle, K-H

Department of Energy

ROCKY FLATS FIELD OFFICE
P.O. BOX 928
GOLDEN, COLORADO 80402-0928

FEB 12 1999

16 FEB 99 12:55 - RFETS-CC-

99-DOE-03518

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11701 Community Center Drive
Northglenn, Colorado 80233

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cc w/ Enc.
T. Howell, OCC, RFFO
K. Motyl, RMRS

cc w/o Enc.
F. Guerink, AIG, RFFO
S. Dieterle, K-H

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and the Woman Creek Reservoir Authority (hereinafter referred to as the "Grantor").

WITNESSETH THAT:

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to install, pursuant to Public Law 95-91 and the Department of Energy Organization Act, a surface water measuring station on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A: and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A;

NOW THEREFORE, it is agreed that:

1. The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described above; PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines; PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, its heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors.

2. The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement: PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds.

3. The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor

shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer; and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement.

4. The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue indefinitely unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

5. Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be affected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty. DOE shall remove all such personal property no later than 90 days after the termination of the Use Agreement. The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor.

6. The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. This data will be shared with the Grantor upon written request.

7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.

8. DOE will furnish any utilities necessary for the operation of the station.

9. If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement. Such consent shall be evidenced by their signatures in the space provided on the signature page.

10. The responsibilities of the Government, as described in this Use Agreement, are subject to the availability of funds.

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts.

GRANTOR:

By: James M. Judd
PRESIDENT

Date: Feb 3, 1999

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By: Steven R. Schiesswohl

Steven R. Schiesswohl
Realty Officer

Rocky Flats Field Office
P.O. Box 928
Golden, Colorado
80402-0928

Date: 2/8/99

Consented to:

Names	Interest	Signature

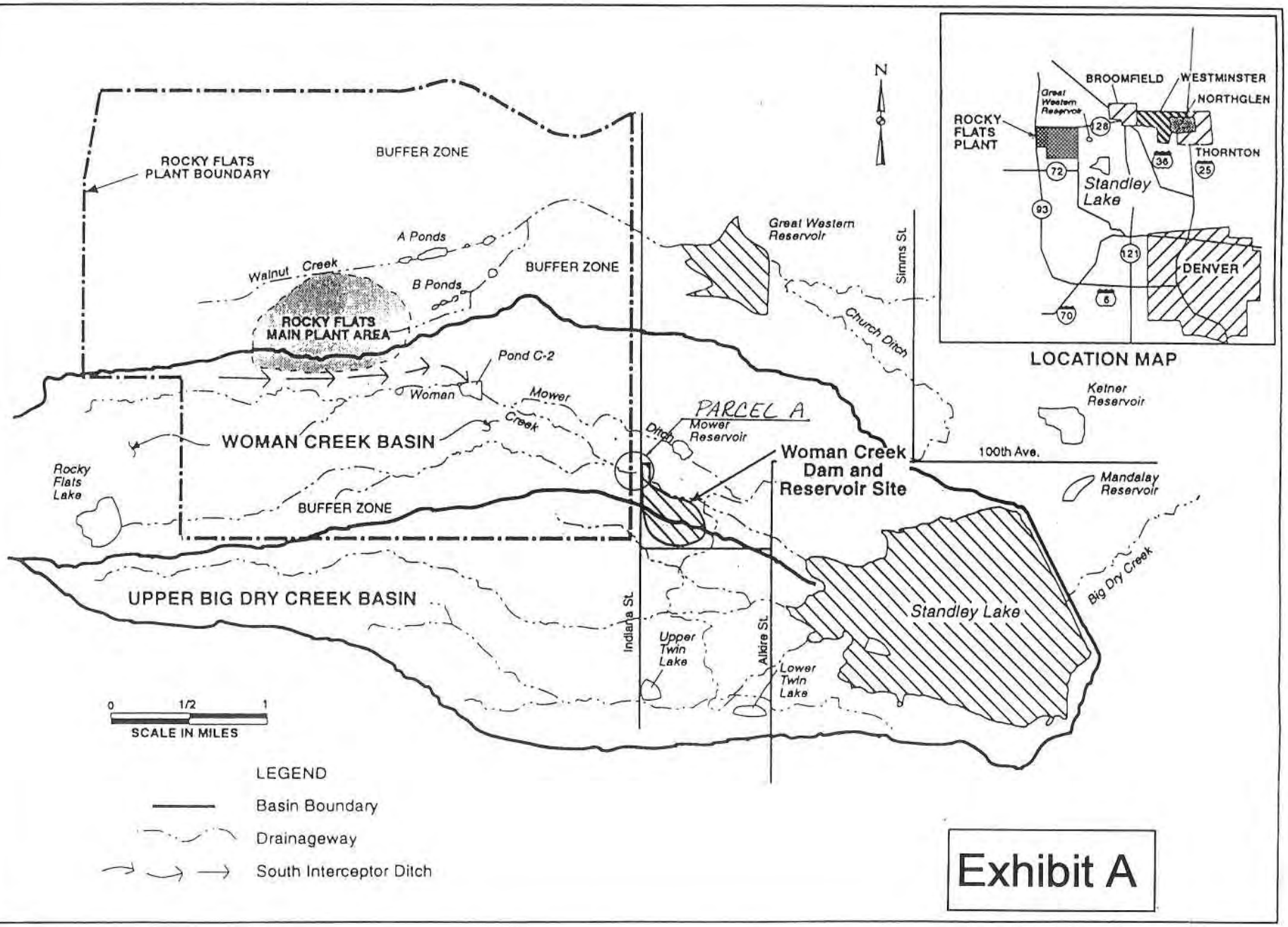
ROCKY FLATS PLANT BOUNDARY
BUFFER ZONE
A Ponds
Walnut Creek
B Ponds
BUFFER ZONE
ROCKY FLATS MAIN PLANT AREA
Pond C-2
Woman
Mower
Creek
WOMAN CREEK BASIN
Rocky Flats Lake
BUFFER ZONE
UPPER BIG DRY CREEK BASIN
Great Western Reservoir
Church Ditch
Simms St.
PARCEL A
Mower Reservoir
Ditch
Woman Creek Dam and Reservoir Site
100th Ave.
Ketner Reservoir
Mandalay Reservoir
Big Dry Creek
Standley Lake
Indiana St.
Upper Twin Lake
Alkire St.
Lower Twin Lake
N
0 1/2 1
SCALE IN MILES
LEGEND
Basin Boundary
Drainageway
South Interceptor Ditch
BROOMFIELD
WESTMINSTER
NORTHGLEN
Great Western Reservoir
ROCKY FLATS PLANT
THORNTON
Standley Lake
DENVER
28
36
25
72
93
121
6
70
LOCATION MAP

Exhibit A