

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 JEFFCO AIRPORT AUTHORITY (hereinafter referred to as the "Grantor"),

WITNESSETH THAT.

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B; 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No.

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other. ,

Use Agreement No.

- 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 effected 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 expiration or 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. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
- 8 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

Use Agreement No.

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

GRANTOR.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

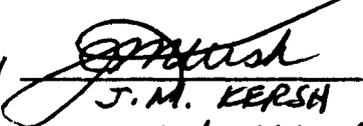
By 
David C. Gordon
Manager
Jeffco Airport
11755 Airport Way
Broomfield, CO 80021
303-466-2314

By: 
Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch
303-966-6501
Rocky Flats Office
P.O. Box 928
Golden, Colorado
80402-0928

Date 7/20/92

Date: 7/29/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By 
J.M. KERSH
Title Associate GM E&WM

Date. 7/24/92

Consented to:

Names

Interest

Signature

4

1 3
Exhibit A: Map (page 1 of 4)

Section 5

T.2S. R.69W.

Proposed Sampling Location

PT 15892

Owner: Jeffco Airport Authority

Adjoining Boulder County

NE COR

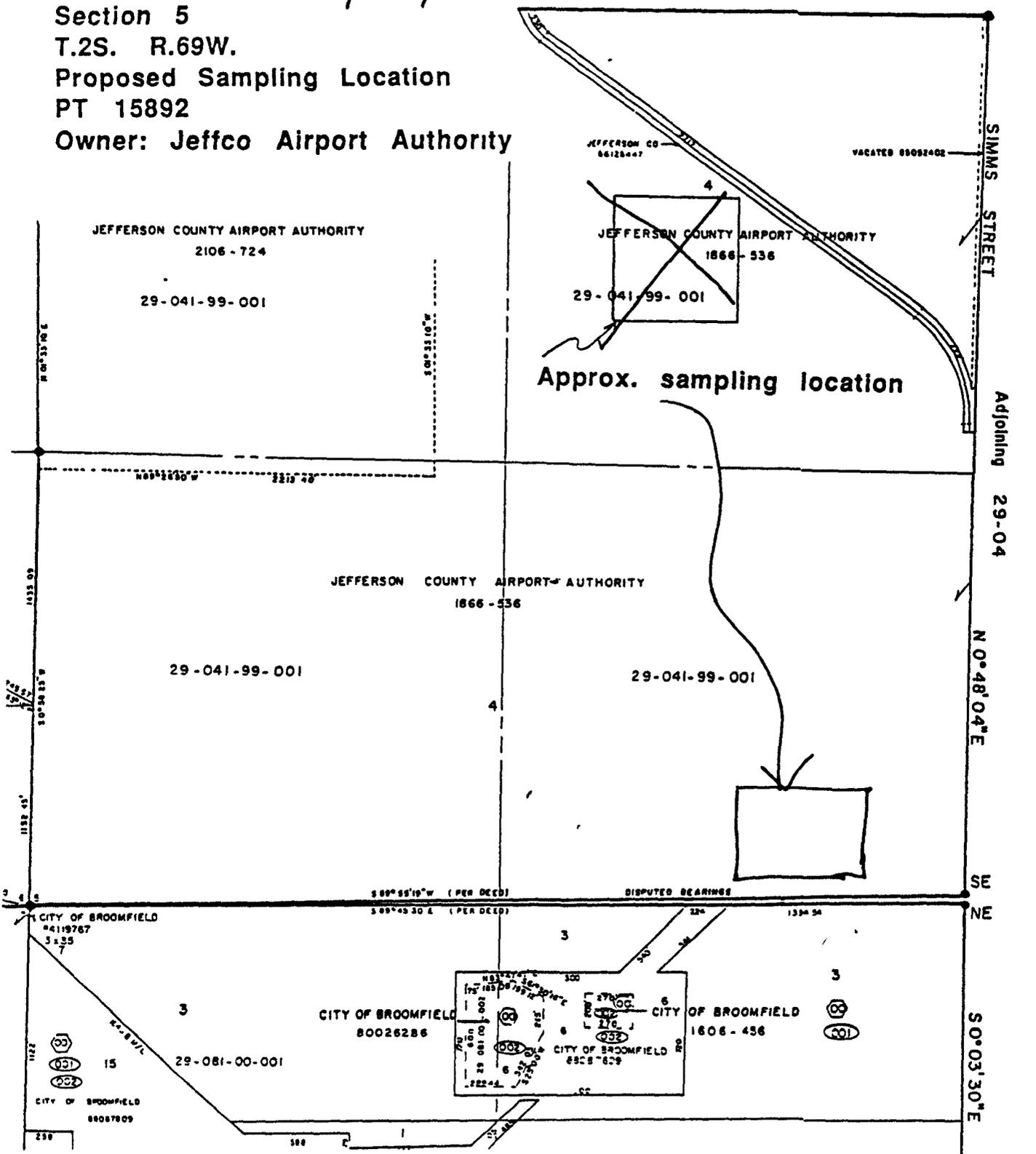


Exhibit A: Map (page 2 of 4) 3
SW1/4 of Section 3
T.2S. R.69W.
Proposed Sampling Location
PT 17392
Owner: Jeffco Airport Authority

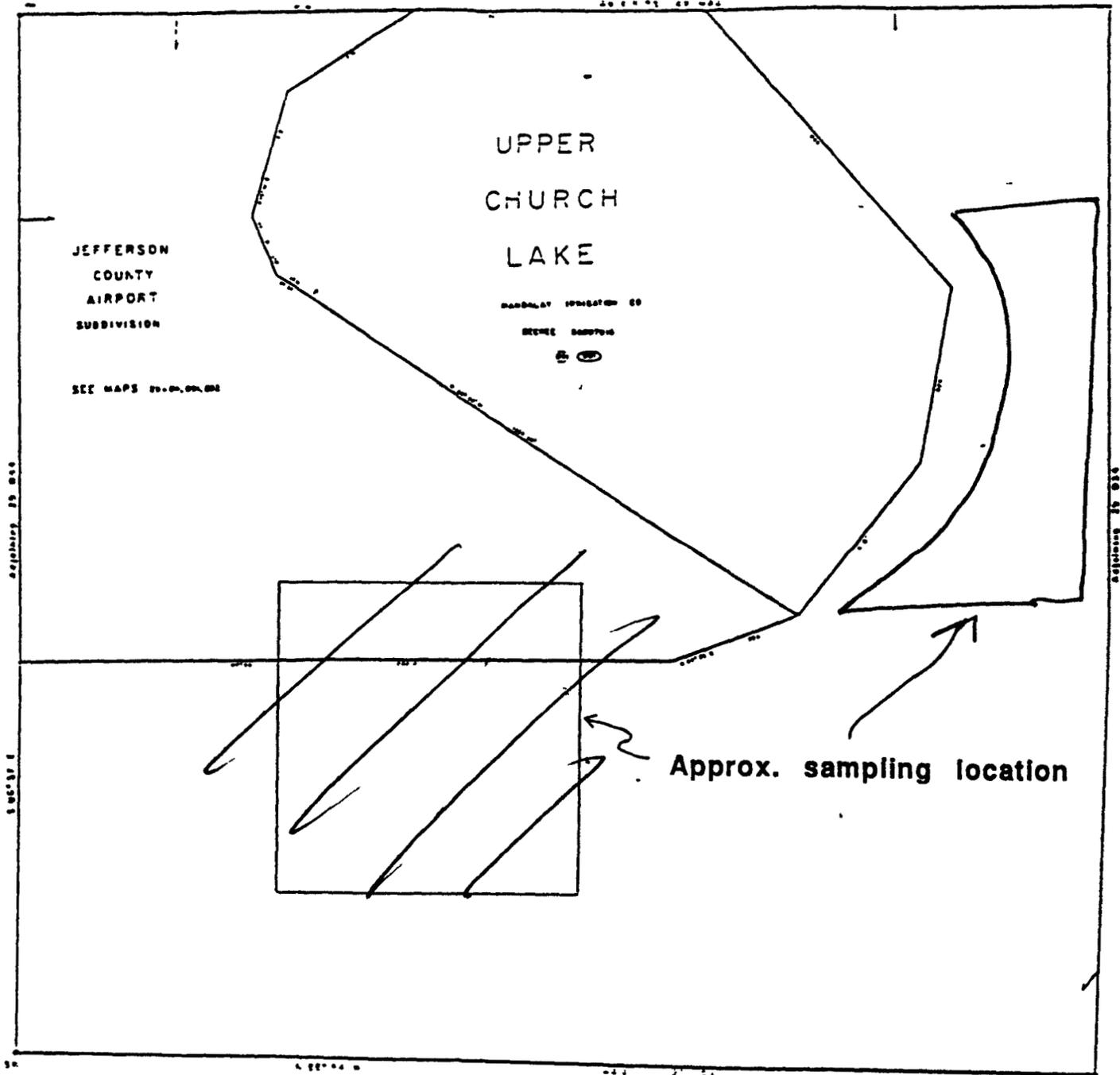


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -JEFFCO AIRPORT AUTHORITY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH)

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of most sampling activities. Sample locations will be surveyed prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations. Access across Jeffco Airport Authority property may also be needed to sample adjacent property locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Jeffco Airport Authority property involve collection of soil and environmental data. The following paragraphs provide a general description of the sampling activities.

SOIL SAMPLING

A surface soil sample involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot.

ENVIRONMENTAL SAMPLING

Environmental sampling on Jeffco Airport Authority involves collection of soil, vegetation and animal parameters. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map.

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 Nicholas J Besch (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

11

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By Nicholas J. Kelly

By Steven R. Schiesswohl

Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date July 22, 1992

Date 7/29/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By J. J. [Signature]

Title Associate GM, E&WM

Date 7/24/92

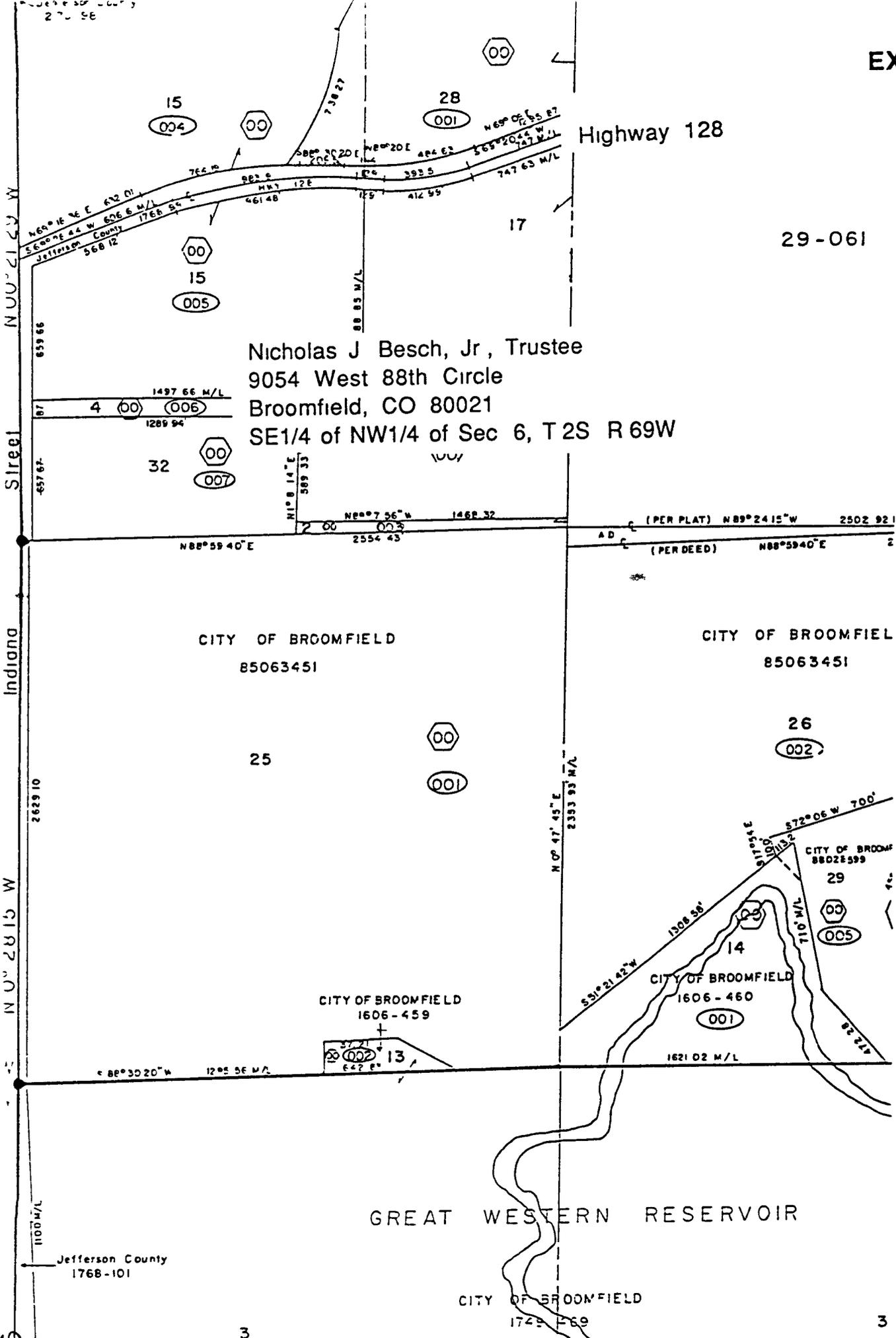
Consented to
Names

Interest

Signature

12

EXHIBIT A



Nicholas J Besch, Jr, Trustee
 9054 West 88th Circle
 Broomfield, CO 80021
 SE1/4 of NW1/4 of Sec 6, T 2S R 69W

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Nicholas J Besch, Jr

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling locations. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activity on Nicholas J Besch, Jr property involve collection of surface soil data and environmental data.

SOIL SAMPLING

A surface soil sample involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot.

ENVIRONMENTAL SAMPLING

Environmental sampling on Jeffco Airport Authority involves collection of soil, vegetation and animal parameters. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken.

Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

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 Church Ditch Company (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described 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 and described 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 in Exhibit B, 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, his heirs, executors, administrators,

Use Agreement No

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-filing, 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 for three years 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)

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

- 8 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

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *R. Neal Penfue*
President,
Church Ditch Co.

By *Steven R Schiesswohl*
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date March 31, 1992

Date 6/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *[Signature]*

Title _____

Date 5/20/92

Consented to
Names

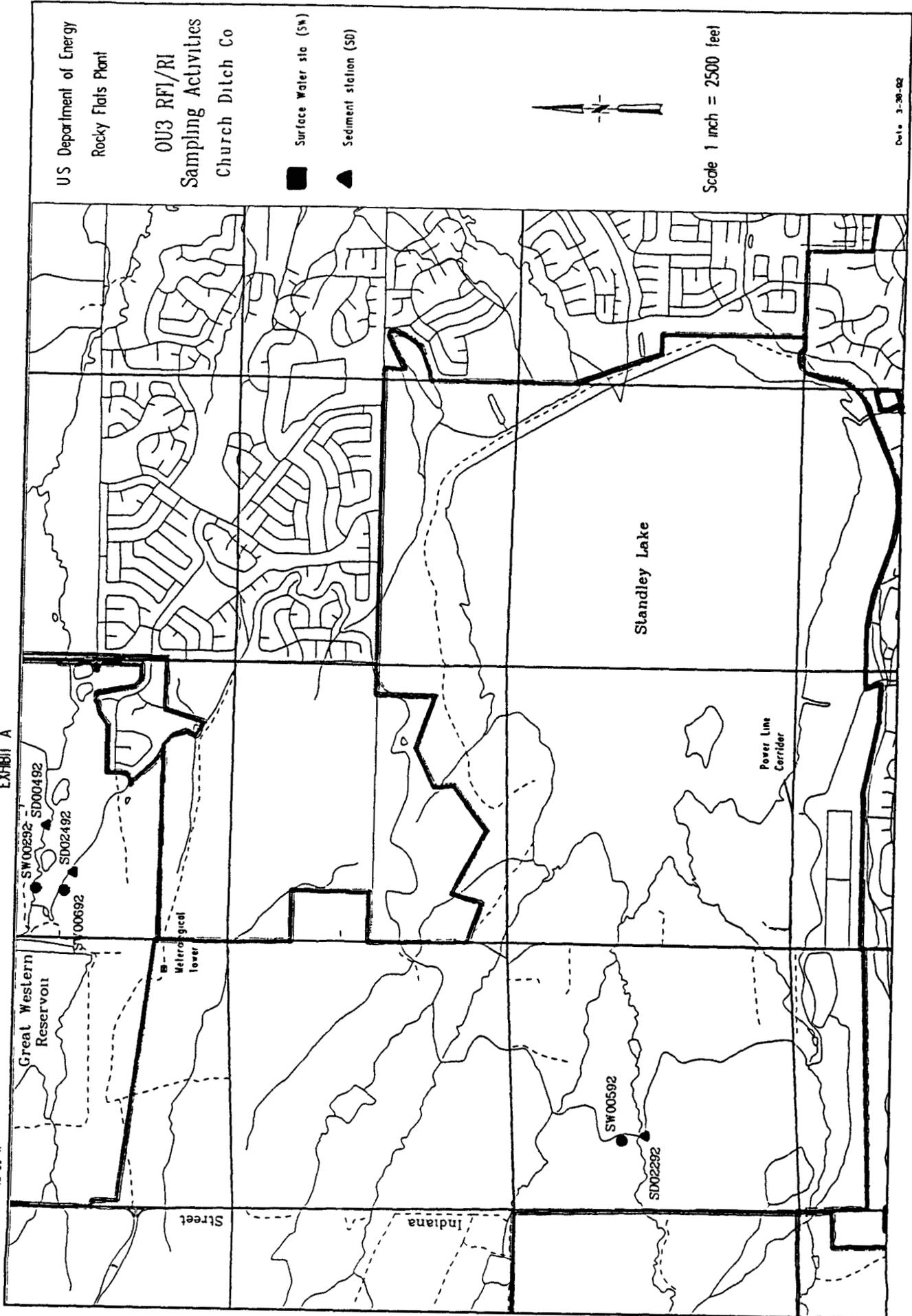
Interest

Signature

R. 70 W

R. 69 W

EXHIBIT A



1 2 3

Date 3-30-02

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTION - CHURCH DITCH COMPANY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, enclosed in this correspondence, shows locations of sampling activities. Field adjustments could be made at the time of sampling to adjust specific sampling locations. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. The following Table 1 lists the sample type, sample number and approximate true state planer coordinates for sample locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Church Ditch Company property involve collection of sediment and surface water. The following paragraphs provide a general description of the sampling activities.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across the ditch. The depth of the sample is approximately five inches. The map sample number designation is SD.

SURFACE WATER SAMPLING

Surface water sampling involves removing approximately two liters of water from a sample location. The map sample number designation is SW.

Table 1 List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFI/RI. Coordinates are based on the true state plane coordinate system.

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Sediment	SD00492	751,120	2,101,200
	SD02292	739,720	2,095,500
	SD02492	750,600	2,100,300
Surface Water	SW00592	740,160	2,095,400
	SW00692	750,760	2,099,960
	SW00292	751,300	2,100,000

Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT, 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 City of Broomfield (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

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Use Agreement No

as may be used and enjoyed without interfering with or abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

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Use Agreement No

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

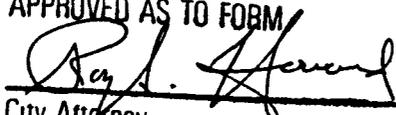
GRANTOR City of Broomfield

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By 

By 

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

APPROVED AS TO FORM

City Attorney

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

Date 4/29/92

Date 6/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By 

Title _____

Date 5/20/92

Consented to
Names

Interest

Signature

24



EXHIBIT A
VICINITY MAP
APRIL 10, 1992

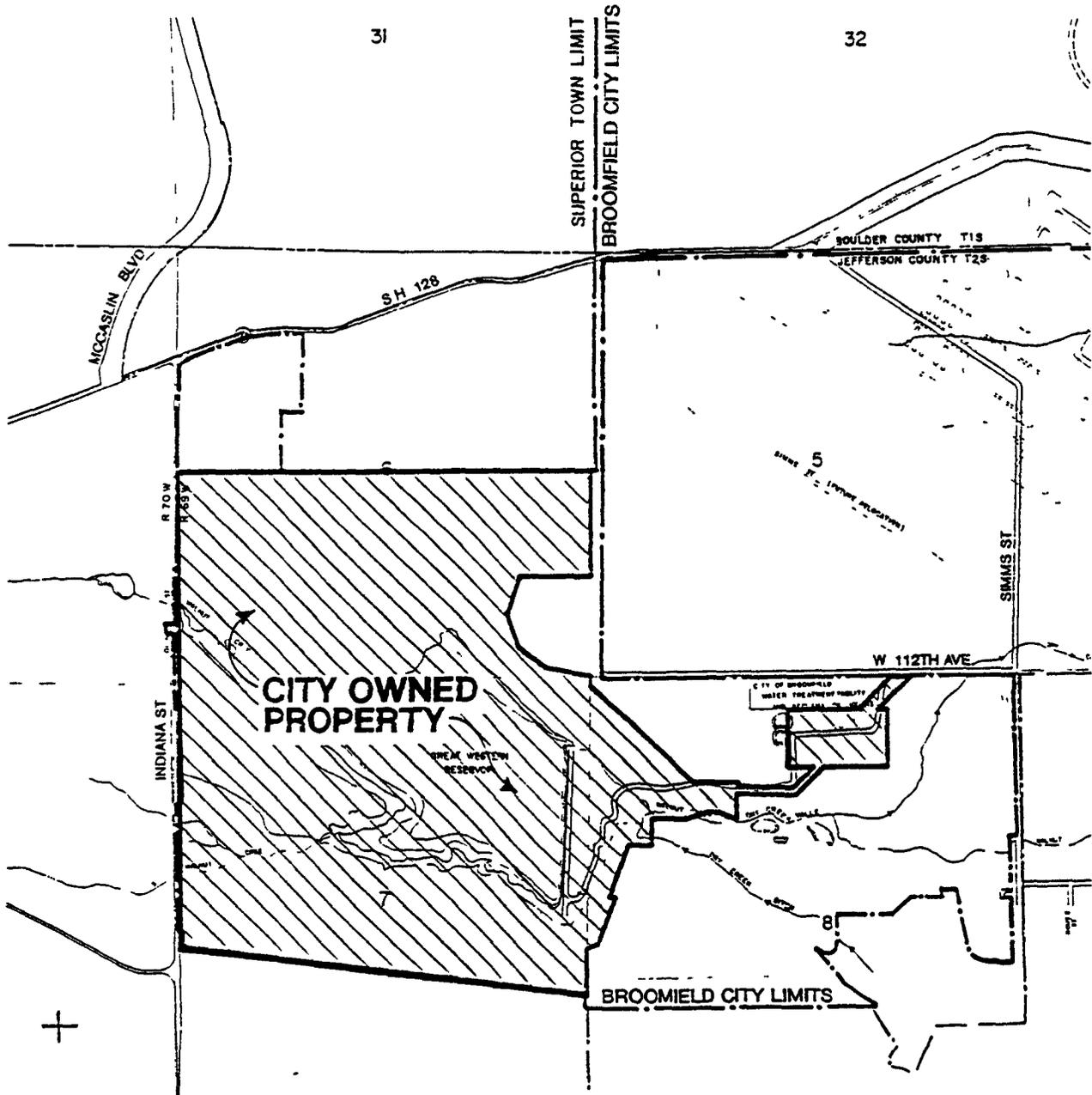


EXHIBIT B to Use Agreement

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS - CITY OF BROOMFIELD

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of most sampling activities. Specific locations of some sampling activities are not shown on the map. Some locations will not be defined until an initial site characterization is performed. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations. Sampling locations immediately adjacent to or contained within City of Broomfield property are also shown on the map. These sampling locations could overlap with Broomfield property. The attached Table 1 lists the sample type, sample number and approximate true state planer coordinates for known sample locations. Access across Broomfield property will also be needed to sample Church Ditch.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on City of Broomfield property involve collection of soil, sediment, surface water, ground water, environmental and air data. The following paragraphs provide a general description of the sampling activities.

SOIL SAMPLING

A surface soil sample involves removing one quarter inch of surface soil from a 3 X 3 inch square in 25 locations within ten acres. The map sample number designation is PT.

A soil pit is an intrusive soil sampling activity that will require restoration upon completion. A backhoe is used to dig a four foot deep pit. Soil samples are then taken at selected intervals from the exposed face of soil. After sampling, the pit will be backfilled, seeded with native plant species and mulched to protect the surface soil during vegetation reestablishment. Soil pits can be sampled within one day, but if a pit is left unattended for any length of time the location will be clearly marked to avoid accidents. The map sample number designation is TR.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across a drainage or near-shore sediment location. The depth of the sample is approximately five inches. The map sample number designation is SD.

The United States Geological Survey (USGS) will also be collecting sediment samples from Great Western Reservoir for the OU 3 RFI/RI. The USGS will contact you separately to obtain an Access Agreement to sample reservoir sediments.

SURFACE WATER

Surface water sampling involves removing approximately two liters of water from a sample location. The map sample number designation is SW.

GROUND WATER SAMPLING

Two groundwater monitoring wells are planned for installation below Great Western Reservoir. A shallow alluvial well will be drilled, approximately 20 to 30 feet deep, and a bedrock well drilled to the first water producing sand encountered in the underlying bedrock. These wells will be sampled on a quarterly schedule. Well locations are not shown on the map.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types, terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following an initial site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

AIR SAMPLING

The OU 3 air sampling program will incorporate a wind tunnel to investigate the resuspension potential of soil and sediments. Approximately four soil locations and six sediment locations will be evaluated by the wind tunnel. The sediment locations will be along the Great Western Reservoir shoreline. Specific locations will be determined following site characterization, thus air sampling locations are not shown on the map.

OU 3 SAMPLING ACTIVITIES - CITY OF BROOMFIELD

Table 1 List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFI/RI Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Surface soil	PT14092	753,667	2,094,875
	PT14192	749,588	2,094,859
	PT15092	753,542	2,099,000
	PT15192	749,583	2,099,125
	PT16092	750,319	2,103,200
Soil profile pit	TR02792	756,197	2,095,002
	TR02892	752,501	2,094,261
	TR02992	752,099	2,099,923
	TR03092	751,339	2,094,361
	TR03192	749,919	2,095,380
	TR03292	749,560	2,098,400
Sediment	SD00192	753,320	2,094,260
	SD00292	752,800	2,095,240
	SD00392	751,400	2,099,460
	SD00492	751,120	2,101,200
	SD00592	750,800	2,094,560
	SD00692	750,800	2,095,500
	SD00792	752,543	2,094,930
	SD00892	750,172	2,098,498
	SD02492	750,600	2,100,300
	SD05592	752,102	2,098,857
	SD05692	752,570	2,098,422
	SD05792	753,138	2,097,803
	SD05892	753,857	2,097,619
	SD05992	753,490	2,097,218
	SD06092	752,938	2,096,784
	SD06192	752,604	2,095,563
	SD06292	751,768	2,095,998
SD06392	751,417	2,096,449	
SD06492	751,032	2,096,148	

Sediment, Cont	SD06592	750,631	2,096,449
	SD06692	750,698	2,096,968
	SD06792	750,765	2,097,519
	SD06892	750,364	2,098,305
	SD06992	750,196	2,098,756
Surface Water	SW00192	752,216	2,095,216
	SW00292	751,300	2,100,000
	SW00692	750,760	2,099,960

Ground Water Two groundwater monitoring wells are planned for installation below the Great Western Reservoir. A shallow alluvial well will be drilled, approximately 20 to 30 feet deep, and a bedrock well drilled to the first water producing sand encountered in the underlying bedrock. The specific locations have not been determined.

Environmental Following an initial site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Air The OU 3 air sampling program will incorporate a wind tunnel to investigate the resuspension potential of soil and sediments. Approximately four soil locations and six sediment locations will be evaluated by the wind tunnel. Specific locations will be determined following a field site survey.

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 Jefferson County (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

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Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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
- 9 Restoration described in paragraph 2 of this Use Agreement shall commence within 60 days, or a mutually agreed time period, of sampling, construction or DOE property removal which caused such loss, destruction or damage and shall be completed in a timely manner

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By: Maryalice E. Perment

By: Steven R. Schiesswohl

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date _____

Date: _____

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04- 90DP62349

APPROVED AS TO FORM

By: [Signature]

Thyria K. Wilson
Thyria K Wilson
Assistant County Attorney

Title _____

Date 5/20/92

Consented to
Names

Interest

Signature

33

STAFF APPROVAL PAGE FOR USE AGREEMENT DATED THE _____ DAY OF _____,
1992, BETWEEN JEFFERSON COUNTY AND THE UNITED STATES OF AMERICA ACTING
THROUGH THE DEPARTMENT OF ENERGY.



Bud Smead
Director, Public Works

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS - JEFFERSON COUNTY OPEN SPACE

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH)

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of most sampling activities. Specific locations of some sampling activities are not shown on the map. Some locations will not be defined until an initial site characterization is performed. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations. Sampling locations immediately adjacent to or contained within Jefferson County Open Space property are also shown on the map. These sampling locations could overlap with Jefferson County Open Space property. The attached Table 1 lists the sample type, sample number and approximate true state planer coordinates for known sample locations. Access across Open Space will also be needed to sample Church Ditch, Standley and Mower Reservoir's.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Jefferson County Open Space property involve collection of soil, sediment, surface water, environmental and air data. The following paragraphs provide a general description of the sampling activities.

SOIL SAMPLING

A surface soil sample involves removing one quarter inch of surface soil from a 3 X 3 inch square in 25 locations within ten acres. The map sample number designation is PT.

A soil pit is an intrusive soil sampling activity that will require restoration upon completion. A backhoe is used to dig a four foot deep pit. Soil samples are then taken at selected intervals from the exposed face of soil. After sampling, the pit will be backfilled, seeded with native plant species and mulched to protect the surface soil during vegetation reestablishment. Soil pits can be sampled within one day, but if a pit is left unattended for any length of time the location will be clearly marked to avoid accidents. The map sample number designation is TR.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across a drainage or near-shore sediment location. The depth of the sample is approximately five inches. The map sample number designation is SD.

SURFACE WATER

Surface water sampling involves removing approximately two liters of water from a sample location. The map sample number designation is SW.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types; terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

AIR SAMPLING

The OU 3 air sampling program will incorporate a wind tunnel to investigate soil resuspension potential. Approximately four soil locations within Open Space will be evaluated by the wind tunnel. Specific locations will be determined following a site survey.

To evaluate meteorological conditions, a meteorological tower is planned for a site south of the Great Western Reservoir dam. Construction of the ten meter tower will require a concrete pad foundation and surrounding fence. Periodic trips to the tower will be made to download meteorological data.

A high-volume air sampler is planned for the southwest corner of Standley Lake. The sampler will be placed on shoreline property, which is not within Jefferson County Open Space, but an electrical line across Open Space is needed to power the sampler. The approximate corridor to the shoreline sampling site is shown on the map. Two or three poles will be installed by Public Service to carry the lines. Periodic trips to the sampler will be made to change sampler filters.

BCC 517 92

OU 3 SAMPLING ACTIVITIES -JEFFERSON COUNTY OPEN SPACE

Table 1. List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFV/RI. Coordinates are based on the true state plane coordinate system.

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Surface soil	PT14192	749,588	2,094,859
	PT14292	746,042	2,094,917
	PT14392	742,000	2,094,791
	PT14492	738,041	2,094,917
	PT15292	746,041	2,099,083
	PT15392	742,000	2,098,958
	PT15492	737,917	2,099,083
	PT16292	742,177	2,102,605
	PT16992	744,500	2,107,500
	PT17792	737,917	2,110,917
Soil profile pit	TR03392	748,800	2,094,380
	TR03492	743,701	2,094,601
	TR03592	742,300	2,101,000
	TR03692	740,757	2,098,461
Sediment	SD00992	747,700	2,098,160
	SD01092	745,000	2,097,960
	SD01192	745,960	2,094,260
	SD01292	745,800	2,095,100
	SD01392	745,700	2,095,600
	SD01492	744,800	2,096,620
	SD01592	744,500	2,094,860
	SD01692	743,800	2,096,000
	SD01792	743,400	2,097,140
	SD01892	743,000	2,097,940
	SD01992	742,540	2,099,220
	SD02092	452,086	2,099,955
	SD02192	741,960	2,094,300
	SD02292	739,720	2,095,500
	SD02392	740,220	2,099,360
SD02692	735,520	2,109,400	

Surface Water	SW00392	741,768	2,100,191
	SW00492	741,669	2,094,716
	SW00592	740,160	2,095,400
	SW00892	735,800	2,109,160

Environmental Following an initial site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Air The OU 3 air sampling program will incorporate a wind tunnel to investigate the resuspension potential of approximately four soil locations. Specific locations will be determined following a field site survey.

A meteorological tower is planned for a site south of Great Western Reservoir on Settlement Agreement land. The approximate location of the tower is shown on the map.

A power line corridor is planned to operate an air sampler on the southwest shoreline of Standley Lake Reservoir. The approximate location of the corridor is shown on the map.

Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

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 Larry Root (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described 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 and described 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 in Exhibit B, 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, his 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-filing, 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 for three years 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By 

By 

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date 4/8/92

Date 6/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By 

Title _____

Date 5/20/92

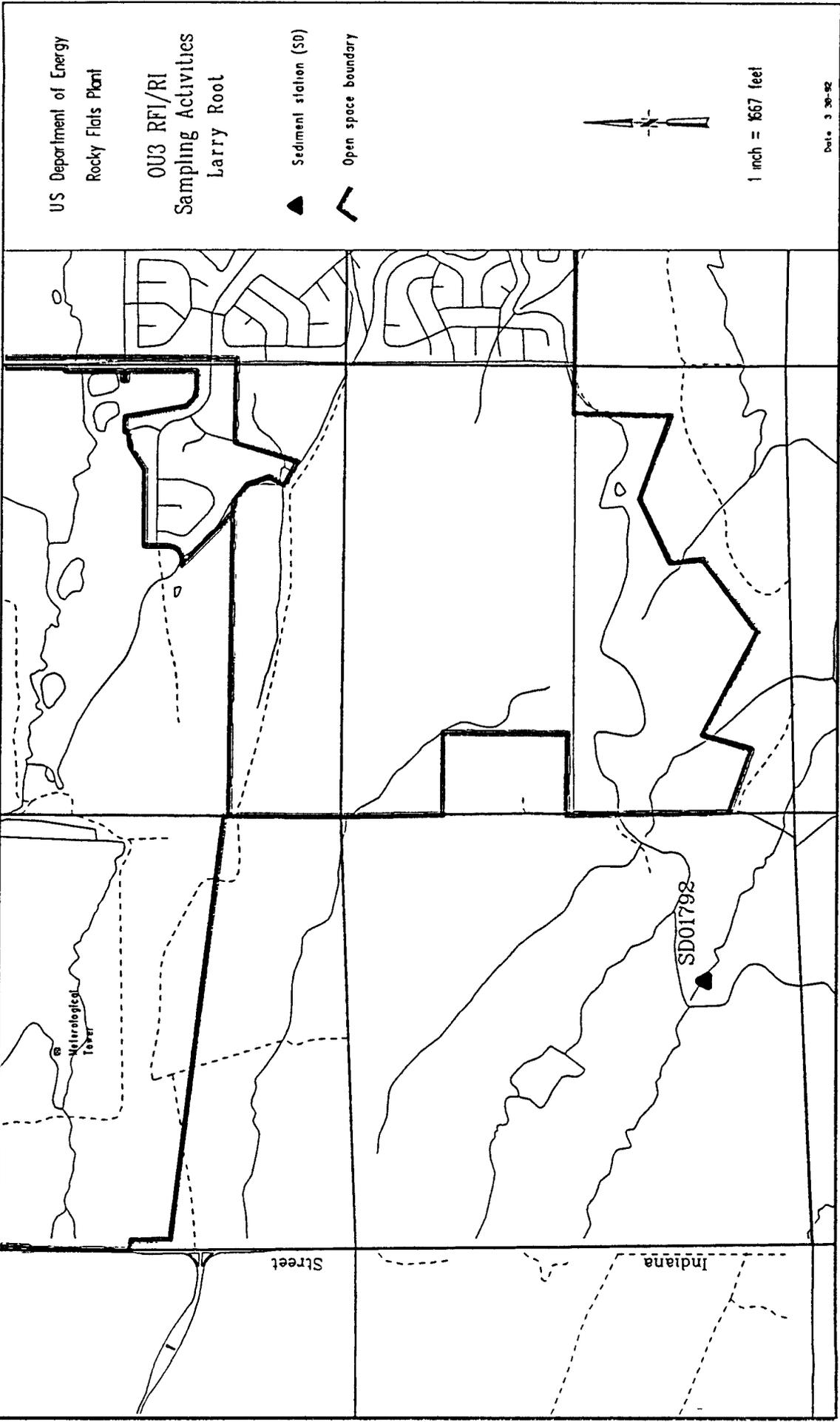
Consented to
Names

Interest

Signature

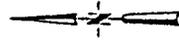
EXHIBIT A

R. 70 W R. 69 W



US Department of Energy
 Rocky Flats Plant
 OUS RFI/RI
 Sampling Activities
 Larry Root

- ▲ Sediment station (SD)
- ∟ Open space boundary



1 inch = 667 feet

Date: 3-30-92

T 2 S.

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS- LARRY ROOT PROPERTY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Field adjustments could be made at the time of sampling to adjust specific sampling locations. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. The following Table 1 lists the sample type, sample number and approximate true state planer coordinates for sample locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on your property involve collection of sediment and environmental samples. The following paragraphs provide a general description of the sampling activities.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across the ditch or shoreline location. The depth of the sample is approximately five inches. The map sample number designation is SD.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types, terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Table 1 List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFI/RI Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Sediment	SD01792	743,400	2,097,140
Environmental	Following an initial site characterization program the exact nature, location and type of data collection will be defined The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan		

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 City of Westminster (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described 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 and described 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 in Exhibit B, 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, his heirs, executors, administrators,

Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)

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

- 8 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

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By William Christopher
City Manager

By Steven R Schiesswohl

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date MAY 8, 1992

Date 6/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By [Signature]

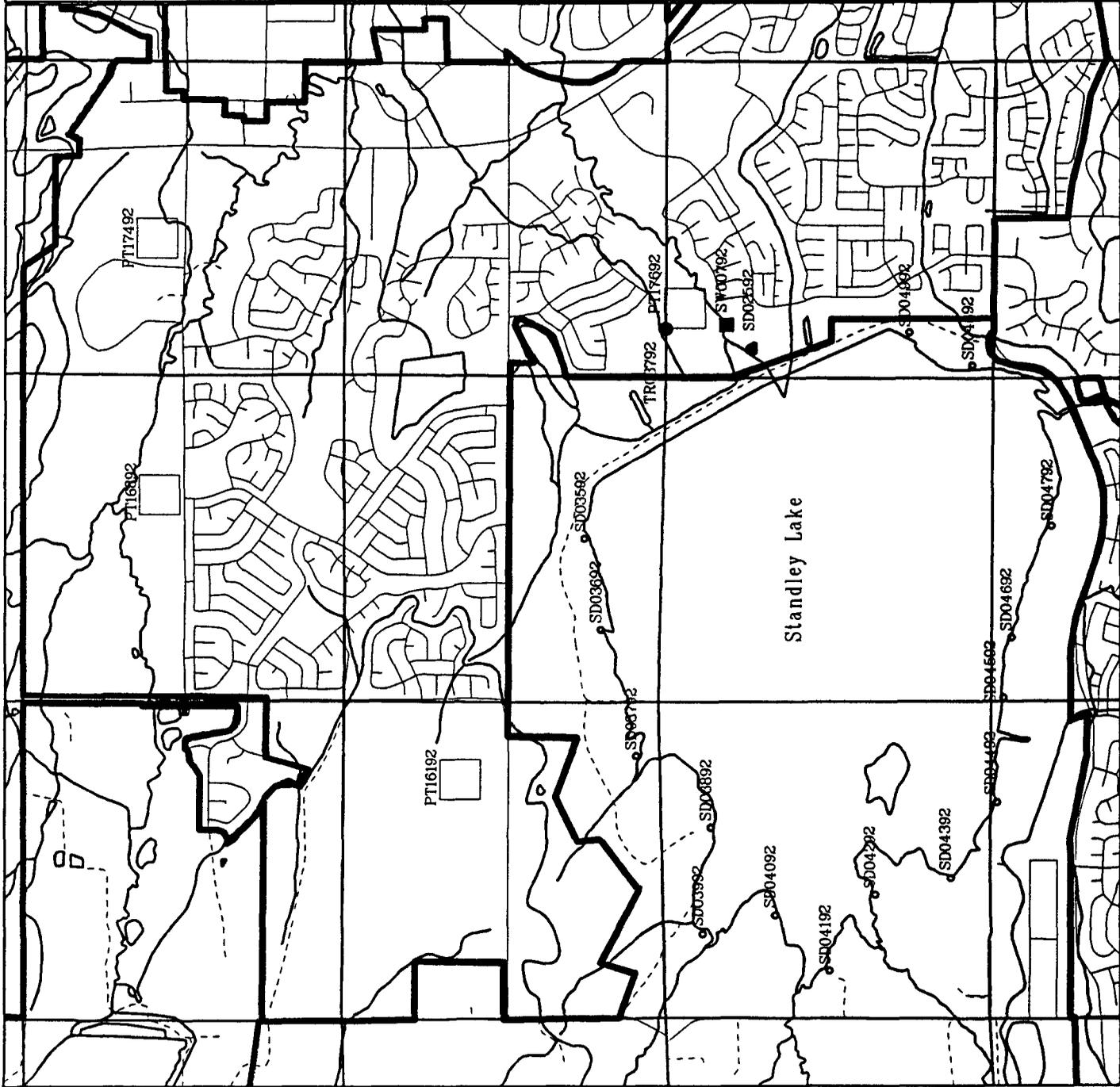
Title _____

Date 5/20/92

Consented to

Names Interest Signature

Victoria M. Bensen, Ass't City Atty



T 2 S

US Department of Energy
Rocky Flats Plant

OU3 RFI/RI
Sampling Activities
City of Westminster

-  Surface Water sta (SW)
-  Sediment station (SD)
-  Soil profile pits (TR)
-  Near-shore sediment station (SD)
-  10 acre surface soil sampling plot (PT)
-  Broomfield boundary



Scale 1 inch = 2500 feet

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -CITY OF WESTMINSTER

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of most sampling activities. Specific locations of some sampling activities are not shown on the map. Some locations will not be defined until an initial site characterization is performed. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations. Sampling locations immediately adjacent to or contained within City of Westminster property are also shown on the map. These sampling locations could overlap with City of Westminster property. The attached Table 1 lists the sample type, sample number and approximate true state planer coordinates for known sample locations. Access across City of Westminster property will also be needed to sample adjacent locations.

Other planned sampling activities of interest to Westminster are the Standley Lake shoreline sediment sampling and the wind tunnel study, also along the Standley Lake shoreline. Property access for these activities is being requested from the Farmers Reservoir and Irrigation Company. A description of these activities is included in this attachment.

Sample analysis data will be provided to the City of Westminster following laboratory analysis. Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on City of Westminster property involve collection of soil, sediment, surface water, ground water, environmental and air data. The following paragraphs provide a general description of the sampling activities.

SOIL SAMPLING

A surface soil sample involves removing one quarter inch of surface soil from a 3 X 3 inch square in 25 locations within ten acres. The map sample number designation is PT.

A soil pit is an intrusive soil sampling activity that will require restoration upon completion. A backhoe is used to dig a four foot deep pit. Soil samples are then taken at selected intervals from the exposed face of soil. After sampling, the pit will be backfilled, seeded with native plant species and mulched to protect the surface soil during vegetation reestablishment. Soil pits can be sampled within one day, but if a pit is left unattended for any length of time the location will be clearly marked to avoid accidents. The map sample number designation is TR.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across a drainage or near-shore sediment location. The depth of the sample is approximately five inches. The map sample number designation is SD.

The United States Geological Survey (USGS) will also be collecting sediment samples from Standley Lake Reservoir for the OU 3 RFI/RI. The USGS will contact you separately to obtain an Access Agreement to sample reservoir sediments.

SURFACE WATER

Surface water sampling involves removing approximately two liters of water from a sample location. The map sample number designation is SW.

GROUND WATER SAMPLING

Two groundwater monitoring wells are planned for installation below Standley Lake Reservoir. A shallow alluvial well will be drilled, approximately 20 to 30 feet deep, and a bedrock well drilled to the first water producing sand encountered in the underlying bedrock. These wells will be sampled on a quarterly schedule. Well locations are not shown on the map.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types, terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Following the initial site characterization, a briefing of the planned Environmental Evaluation sampling activities will be given to City of Westminster personnel.

AIR SAMPLING

The OU 3 air sampling program will incorporate a wind tunnel to investigate the resuspension potential of soil and sediments. Approximately six sediment locations along the shore of Standley Lake Reservoir will be evaluated by the wind tunnel. Specific locations will be determined following site characterization.

An ultra high-volume air sampler is planned for the north side of 100th Ave on Westminster.

Open Space property A fence will be built, approximately 15 feet square, to protect the sampler and a small concrete pad will be poured to anchor the air sampler Power will be obtained from the adjacent electrical line Periodic trips will be made to the sampler to change filters

An ultra high-volume air sampler is also planned for the fenced enclosure at the juncture of the Croke and Farmers Highline canal on the south side of Standley Lake immediately west of Kipling A small concrete pad will be poured to anchor the air sampler Power will be obtained from the adjacent electrical line To evaluate meterological conditions, a meterological tower is also planned for the enclosure Construction of the ten meter tower will require a concrete pad foundation Periodic trips will be made to the enclosure to change air sampler filters and download meterological data

OU 3 SAMPLING ACTIVITIES - CITY OF WESTMINSTER

Table 1 List of sample type, sample number and approximate coordinates of known sample locations for OU 3RFI/RI Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Surface soil	PT16192	745,750	2,103,041
	PT16892	750,673	2,107,733
	PT17492	750,701	2,112,001
	PT17692	742,083	2,110,833
Soil Profile Pit	TR03792	742,400	2,110,501
Sediment	SD02592	741,000	2,110,160
Surface Water	SW00792	741,400	2,110,560
Ground Water	Two groundwater monitoring wells are planned for installation below Standley Lake Reservoir A shallow alluvial well will be drilled, approximately 20 to 30 feet deep, and a bedrock well drilled to the first water producing sand encountered in the underlying bedrock The specific locations have not been determined		
Environmental	Following an initial site characterization program the exact nature, location and type of data collection will be defined The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan		
Air	The OU 3 air sampling program will incorporate a wind tunnel to investigate the resuspension potential of soil and sediments Approximately six shoreline sediment locations will be evaluated by the wind tunnel Specific locations will be determined following a field site survey		

Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

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 Jean and John Woodis (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described 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 and described 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 in Exhibit B, 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, his 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-filing, 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 for three years 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By John Woodis
John Woodis

By Steven R. Schiesswohl
Steven R. Schiesswohl

Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date April 13, 1992

Date 4/11/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By [Signature]

Title _____

Date 5/20/92

Consented to
Names

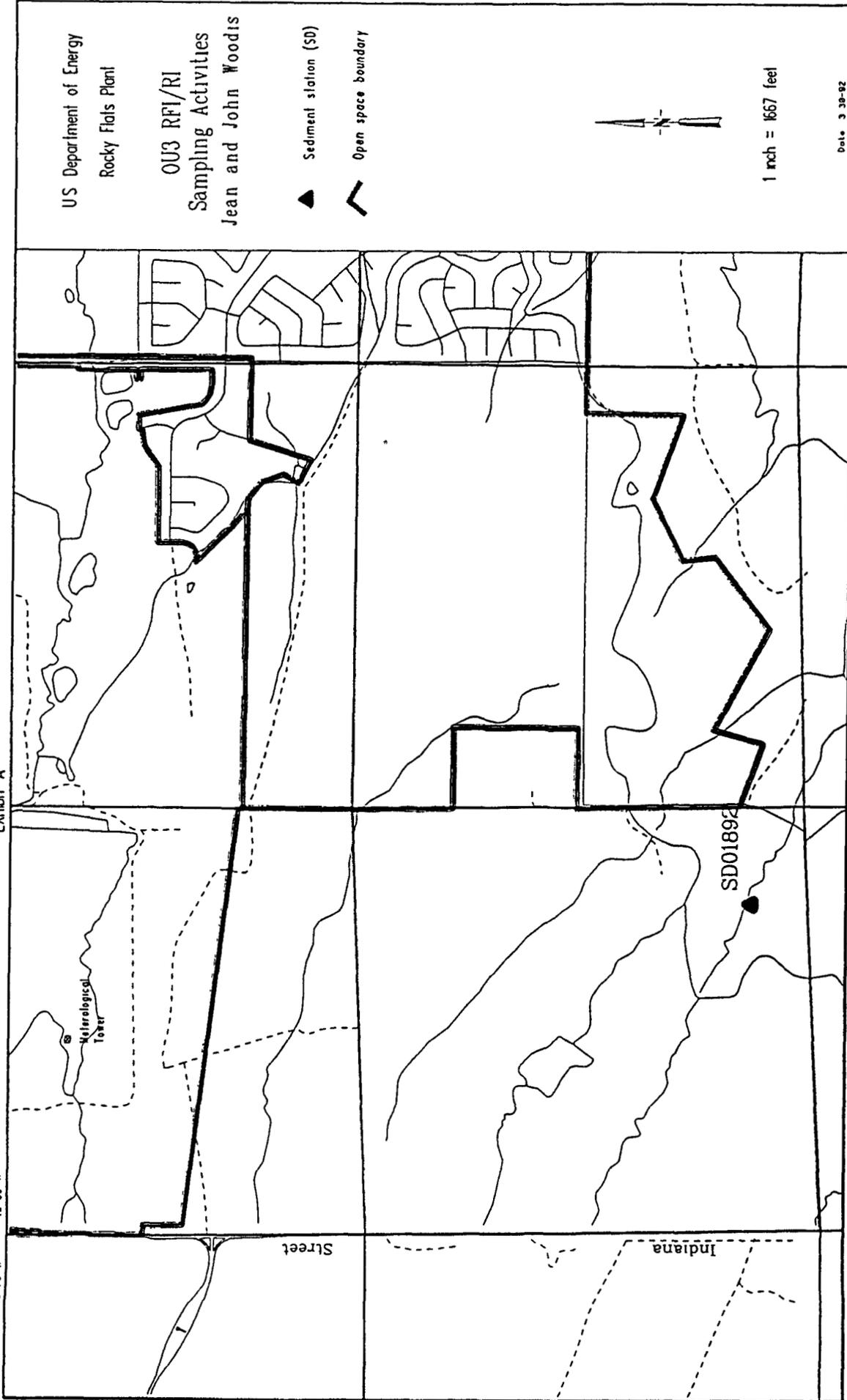
Interest

Signature

60

R. 70 W R. 69 W

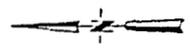
EXHIBIT A



T 25

US Department of Energy
 Rocky Flats Plant
 OU3 RFI/RI
 Sampling Activities
 Jean and John Woodis

▲ Sediment station (SD)
 〰 Open space boundary



1 inch = 1667 feet

Date 3 30-92

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS- JEAN AND JOHN WOODIS PROPERTY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Field adjustments could be made at the time of sampling to adjust specific sampling locations. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. The following Table 1 lists the sample type, sample number and approximate true state planer coordinates for sample locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on your property involve collection of sediment and environmental samples. The following paragraphs provide a general description of the sampling activities.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across the ditch or shoreline location. The depth of the sample is approximately five inches. The map sample number designation is SD.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types, terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Table 1. List of sample type, sample number and approximate coordinates of known sample locations for OU 3RFI/RI. Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Sediment	SD01892	743,000	2,097,940
Environmental	Following an initial site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan		

led

Use Agreement No
U S. Department of Energy
Interagency Agreement
OU 3 Offsite Program

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 Nicholas J Besch (hereinafter referred to as the "Grantor"),

WITNESSETH THAT.

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Use Agreement No.

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR).
7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
- 8 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.

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By Nicholas J. Kelly

By Steven R. Schiesswohl

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date July 22, 1992

Date 7/29/92

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By J. J. [Signature]

Title Associate GM, E&WM

Date 7/24/92

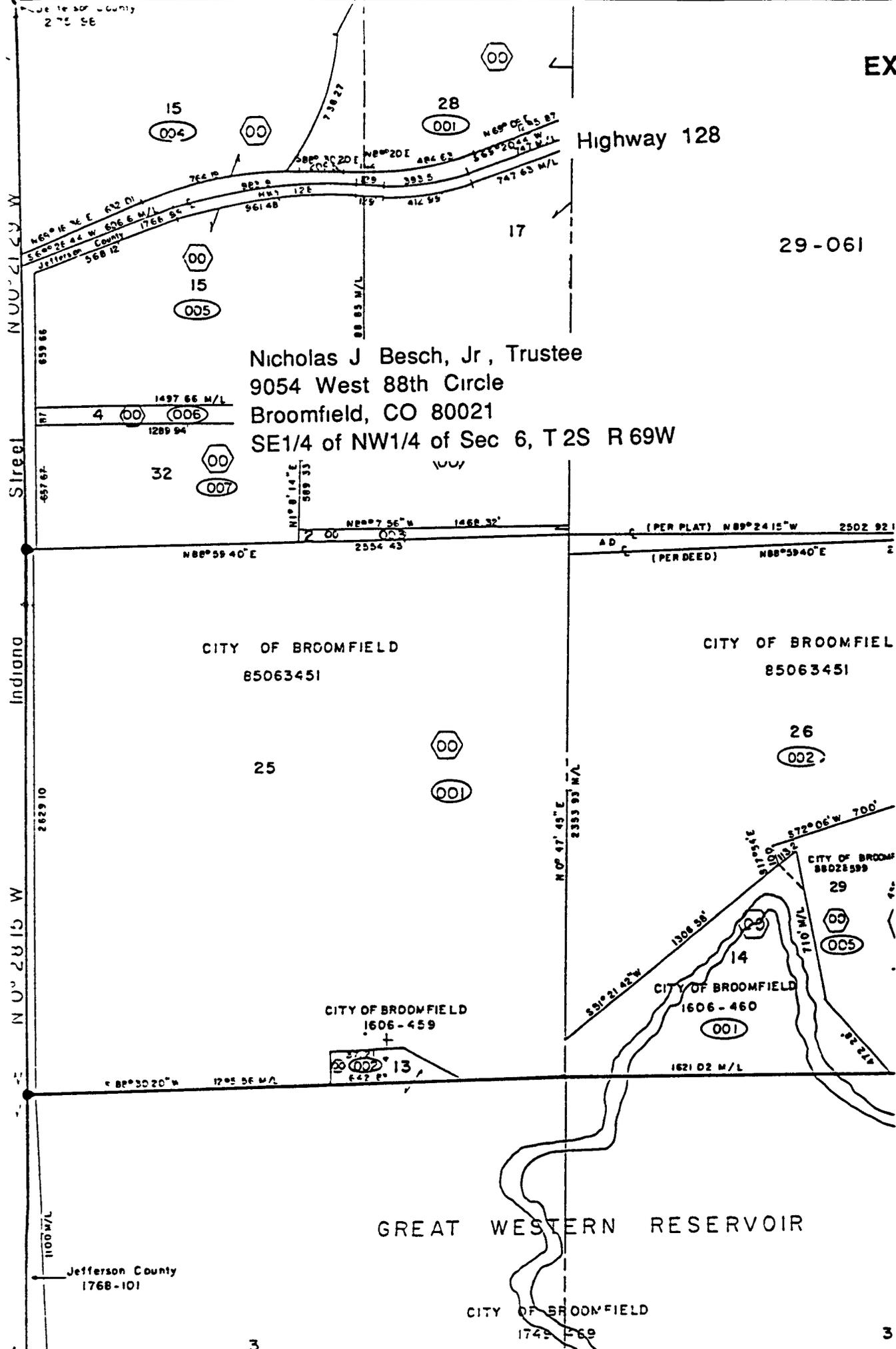
Consented to
Names

Interest

Signature

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EXHIBIT A



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EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Nicholas J Besch, Jr

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling locations. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activity on Nicholas J Besch, Jr property involve collection of surface soil data and environmental data.

SOIL SAMPLING

A surface soil sample involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot.

ENVIRONMENTAL SAMPLING

Environmental sampling on Jeffco Airport Authority involves collection of soil, vegetation and animal parameters. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken.

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 Brian and Teresa Zehnder (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property described within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated and described 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 and described 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

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Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Use Agreement No

- 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 effected 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 expiration or 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. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927.401/Department of Energy Acquisition Regulation (DEAR).
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
8. 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.

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By Brian Behnd
Teresa Z. Zivler

By Steven R Schiesswohl
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date 7/4/92

Date 3/2/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By M. J. Dondelt

Title AGM - RRM

Date 1-8-93

Consented to
Names

Interest

Signature

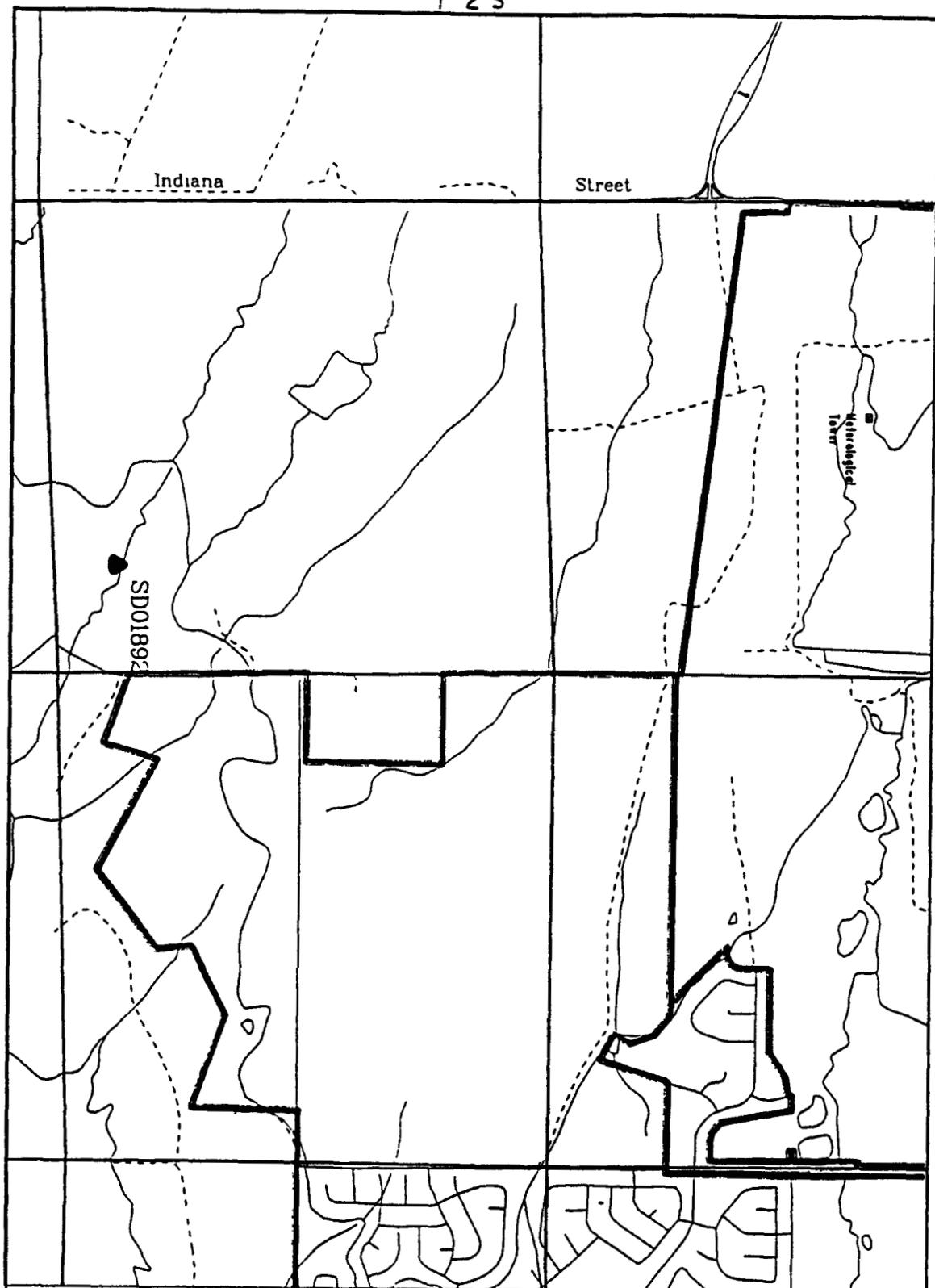
7d

T 2 S

R 70 W

R 69 W

EXHIBIT A



U.S. Department of Energy

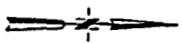
Rocky Flats Plant

OU3 RFI/RI

Sampling Activities
Brian and Teresa Zehnder

▲ Sediment station (SO)

∟ Open space boundary



1 inch = 1657 feet

Date: 3-20-92

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS- BRIAN AND TERESA ZEHNDER PROPERTY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on your property involve collection of sediment and environmental samples. Sample locations shown on the map may be adjusted in the field. The following paragraphs provide a general description of the sampling activities.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across the Woman creek location. The depth of the sample is approximately five inches. The map sample number designation is SD.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types, terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Table 1. List of sample type, sample number and approximate coordinates of known sample locations for OU 3RFI/RI Coordinates are based on the true state plane coordinate system

<u>SAMPLE TYPE</u>	<u>SAMPLE NUMBER</u>	<u>NORTH COORDINATE</u>	<u>EAST COORDINATE</u>
Sediment	SD01892	743,000	2,097,940
Environmental	Following an initial site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan		

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 Sandor and Agnes Toth (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his 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-filing, 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 for six months unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Use Agreement No

- 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 effected 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 expiration or 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. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)

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

- 8 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.

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Gander Foth*
Hegues Toth

By *Steven R Schiesswohl*

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date. *12/7/92*

Date *3/2/93*

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *V. Benedetti*

Title *AGM RRM*

Date *1-8-93*

Consented to
Names

Interest

Signature

80

Exhibit A: Map
 NE 1/4 of SW 1/4 of Section 29
 T.2S. R.69W.
 Sampling Location: PT 15592
 Owner: Sandor & Agnes Toth

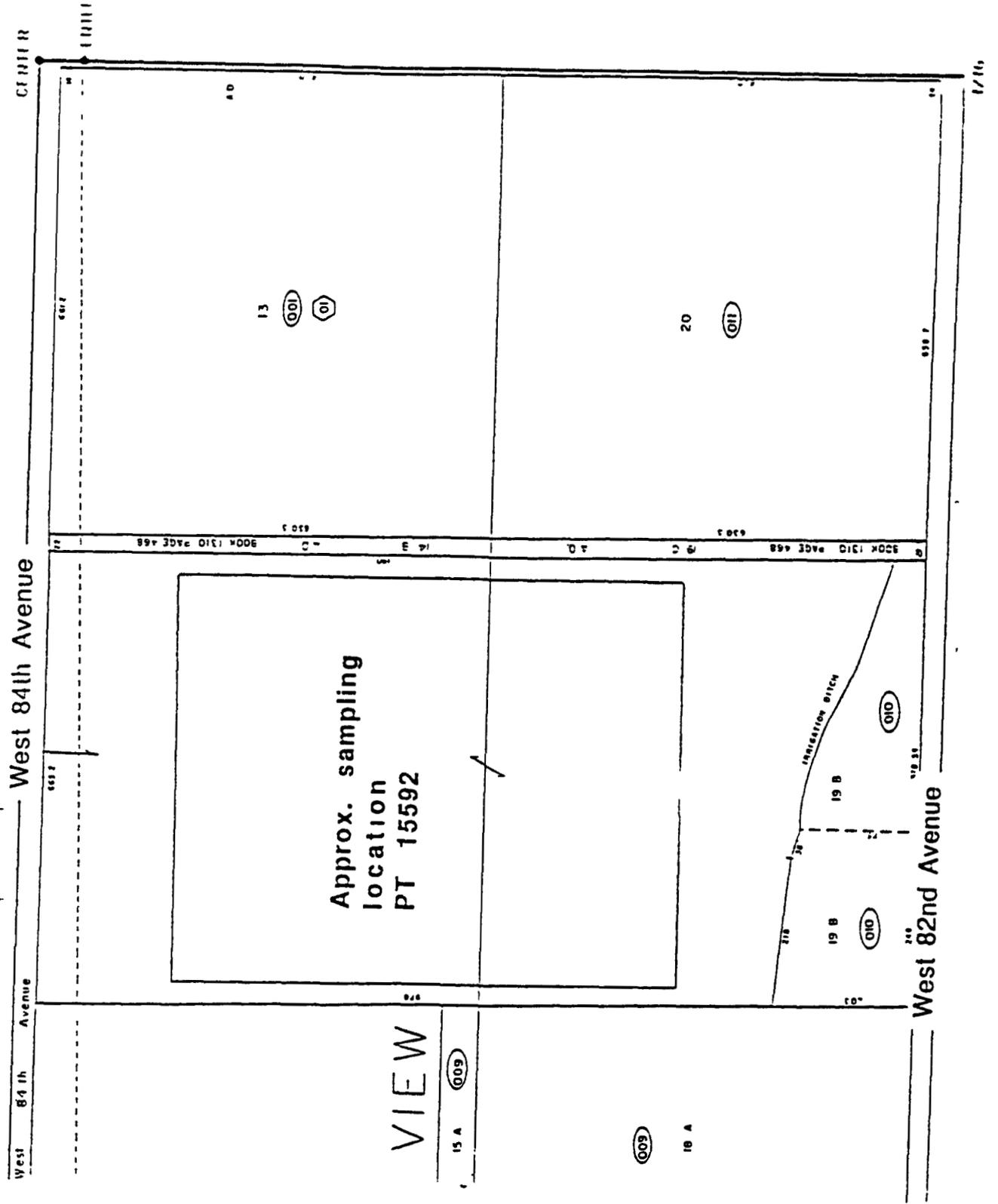


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -SANDOR & AGNES TOTH

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on the Toth property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

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 James Lastoka (hereinafter referred to as the "Grantor"),

WITNESSETH THAT,

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

- 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 effected 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 expiration or 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. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By James Larko

By. Steven R Schiesswohl

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date November 11, 1992

Date 3/2/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By R J Benedetti

Title ACM RRM

Date 1-8-93

Consented to
Names

Interest

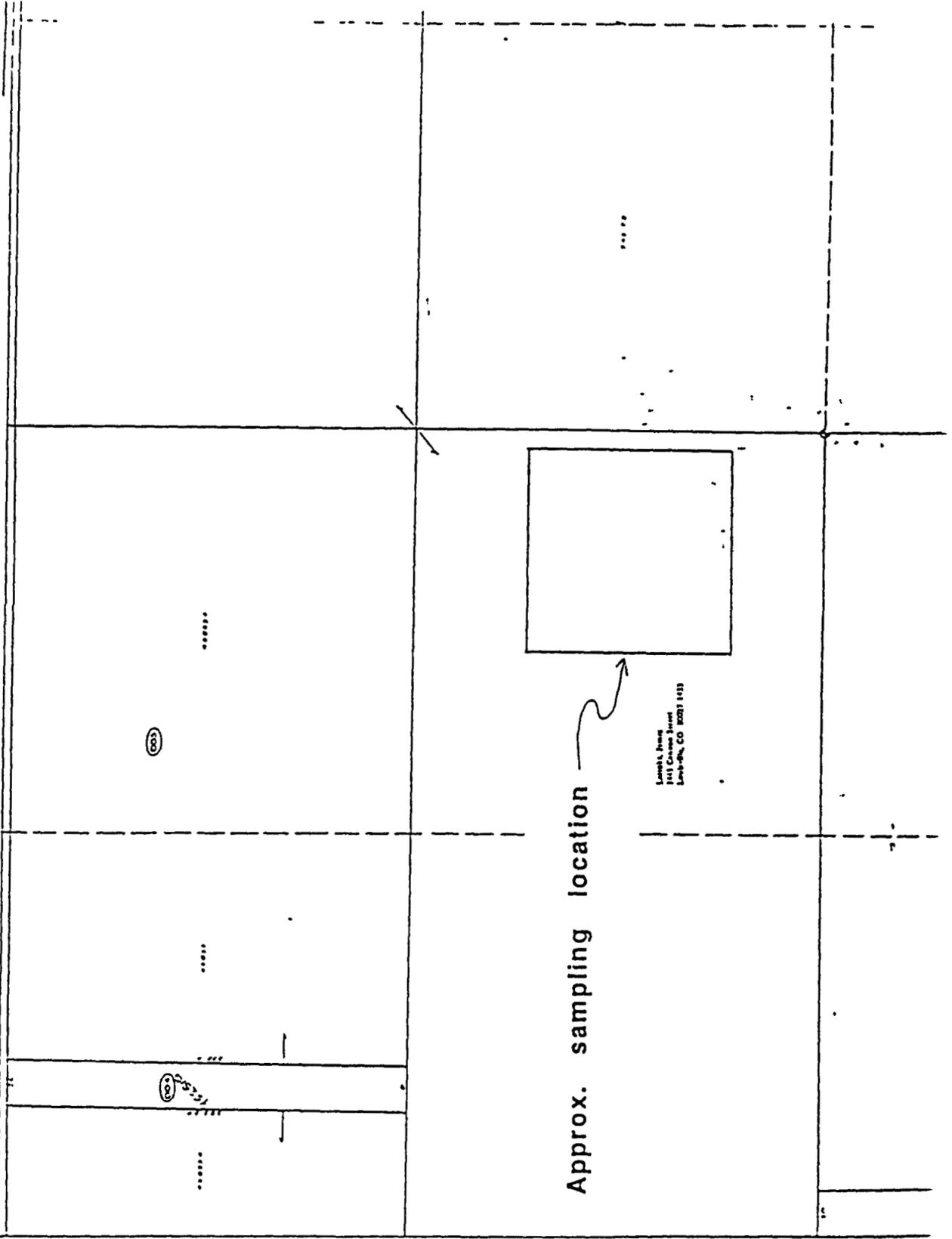
Signature

Exhibit A: Map
SE1/4 of NW1/4 of Section 36
T.1S. R.70W.
Proposed Sampling Location
PT 13492

Owner: James Lastoka

County Road No. 76

Coalton Drive



Approx. sampling location

Lastoka, James
1415 Cassin Street
Leadville, CO 80231 1433

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTION -JAMES LASTOKA PROPERTY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on James Lastoka property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

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 Jeffco Airpark Associates (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or 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. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

Use Agreement No

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

GRANTOR:

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Lee A. Carlson*
General Partner
Jeffco Airport Associates

By *Steven R. Schiesswohl*
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date _____

Date *3/2/93*

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *V. J. Benedetto*

Title *AGM BLM*

Date: *1-8-93*

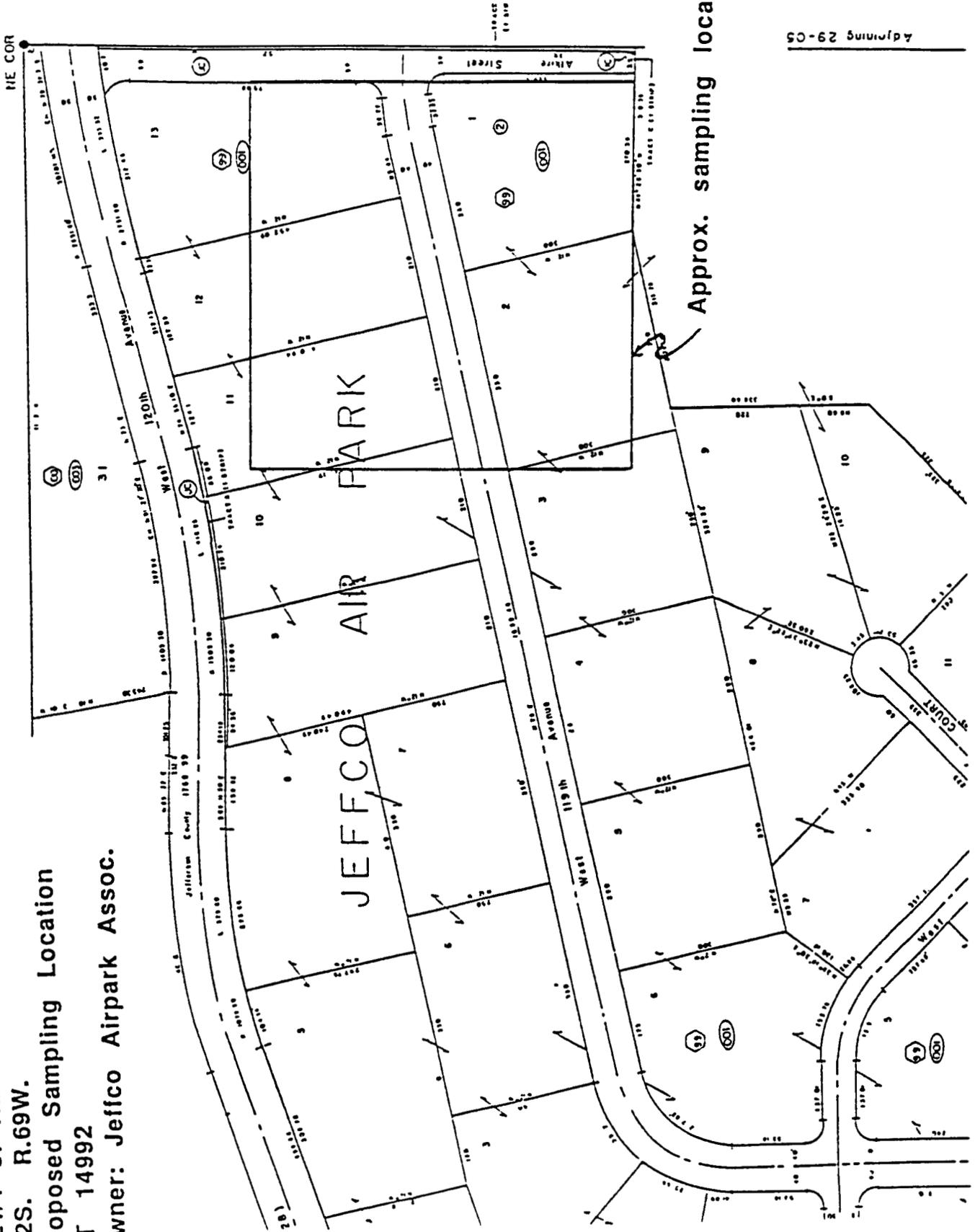
Consented to
Names

Interest

Signature

Exhibit A: Map
NE1/4 of NE1/4 of Section 6
T.2S. R.69W.
Proposed Sampling Location
PT 14992
Owner: Jeffco Airpark Assoc.

Adjoining Boulder County



Approx. sampling location

Adjoining 29-05

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Jeffco Airpark Assoc

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows the location of the sampling activity. The sample location will be surveyed prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activity on Jeffco Airpark Assoc property involve collection of surface soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot location is shown on the Exhibit A map.

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 Lutheran Medical Center (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for three years 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
- 8 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.

Use Agreement No

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Jamell Hill*
President & CEO

By *Steven R Schiesswohl*

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date _____

Date 3/2/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *R. Benedikt*

Title AGM BOM

Date 1-8-93

Consented to.

Robert Danz
Names

Lessee
Interest

Robert Danz 424-3010
Signature
(Please give 24 hr notice prior to access, ~~if~~)

Exhibit A: Map
NW1/4 of NW 1/4 of Section 34
T.2S. R.69W.
Proposed Sampling Location
PT 17992
Owner: Lutheran Medical Center

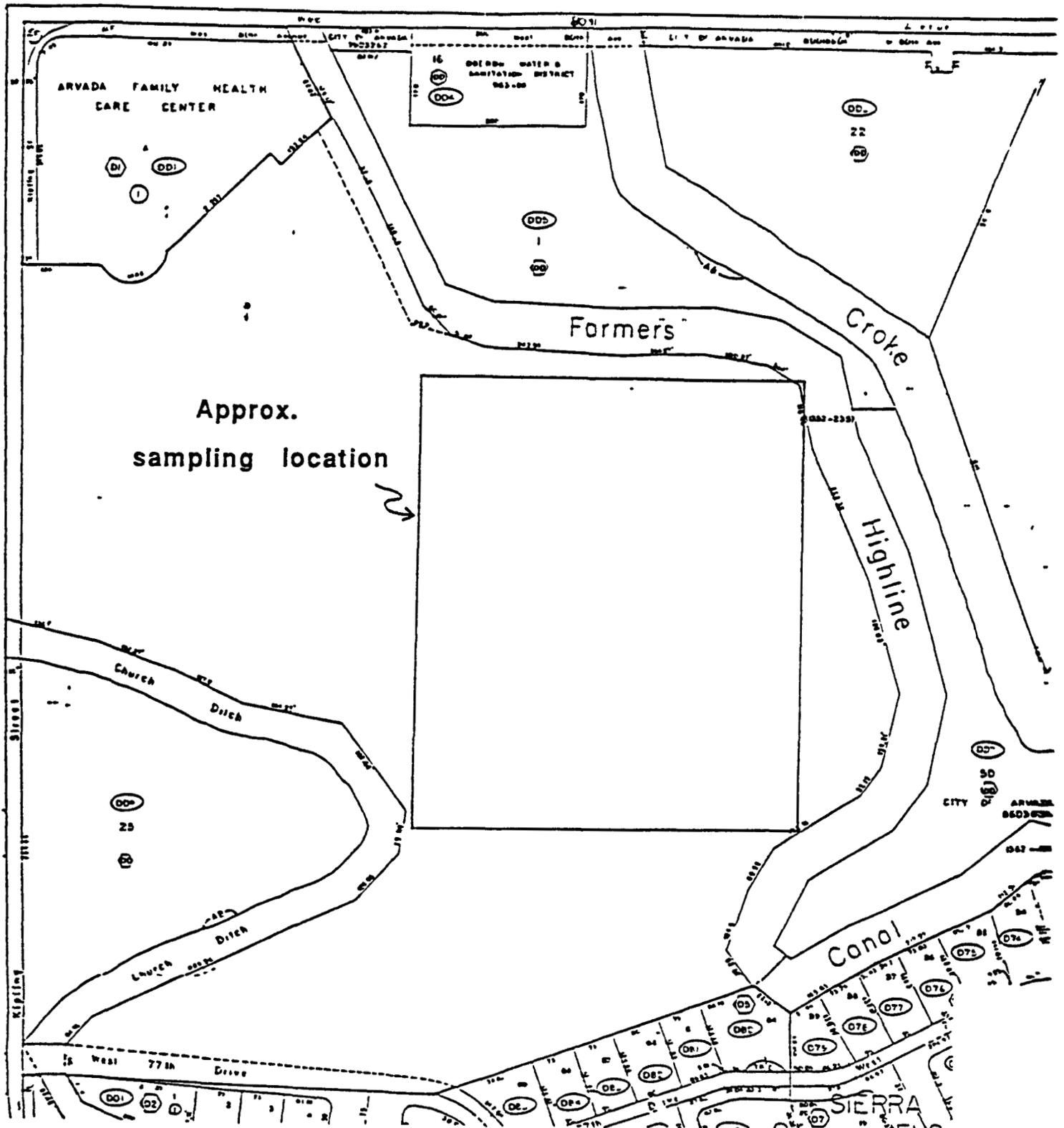


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Lutheran Medical Center

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows the location of the sampling activity. The sample location will be surveyed prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Lutheran Medical Center property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

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 Broomfield 400 Partnership (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B (the "work"), 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for three months unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Use Agreement No

- 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 effected 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 30 days after the expiration or 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 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)

The Government, DOE and/or its agents shall cause to be delivered promptly to Grantor or its agent a copy of all reports, test results, lab analyses and other work product, whether draft or final, generated in connection with the work (as described in Exhibit B).

- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
- 8 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

Use Agreement No.

evidenced by their signatures in the space provided on the signature page

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

GRANTOR
Broomfield 400 Partnership
A Colorado General Partnership

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By Silverado Investment
Company, a Colorado
Corporation, as general
partner

By: *Steven R Schiesswohl*
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

By *Robert S Gilreath*
Robert S Gilreath
Vice President
707 17th Street, Suite 3000
Denver, CO 80202

Rocky Flats Office *RD*
P O Box 928
Golden, Colorado
80402-0928

Date 12-30-92

Date 3/2/93

Concurred by EG&G Rocky Flats, Inc.
DOE Contractor, contract number
DE-AC04-90DP62349

By *R. I. Benedict*

Title: AGM BRM

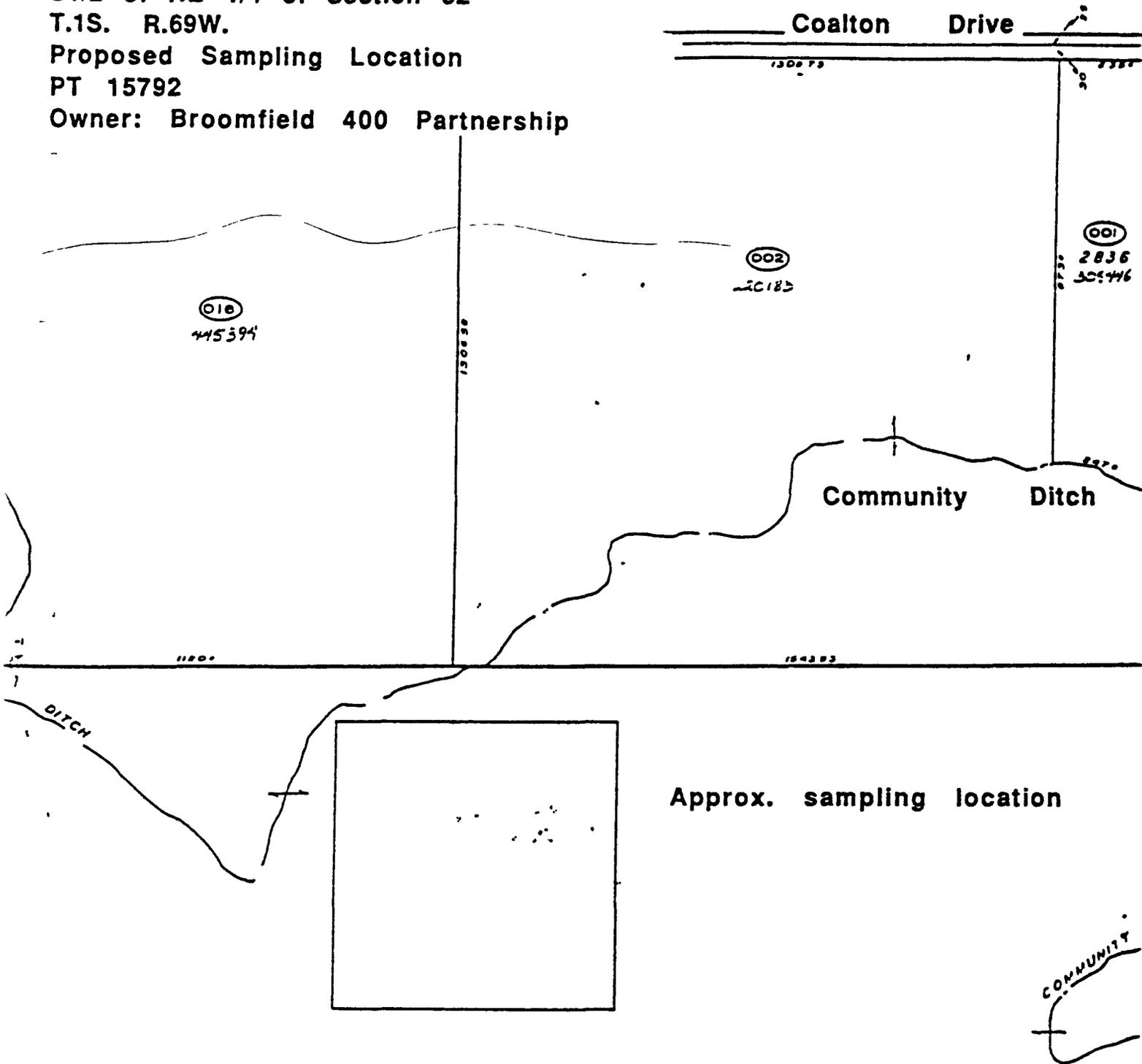
Date 1-8-93

Consented to
Names

Interest

Signature

Exhibit A: Map
S1/2 of NE 1/4 of Section 32
T.1S. R.69W.
Proposed Sampling Location
PT 15792
Owner: Broomfield 400 Partnership



Broomfield 400 Partnership
No FDIC
707 17TH Street, Suite 3000
Denver CO 80202 3430

EXHIBIT B

OU3 RFI/RI SAMPLING ACTIVITY BROOMFIELD 400 PARTNERSHIP

The map, attached to this Use Agreement as Exhibit A, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

~~Sampling activities will not adversely affect environmental resources.~~ OU 3 sampling activities on Broomfield 400 Partnership property are limited to collection of soil data. Specifically, the collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

DOE agrees to consult with Grantor regarding the selection of a specific location for the sampling activities.

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 Farmers Highline Canal & Reservoir Company (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR).
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

Use Agreement No.

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Arthur Ehler*
PRESIDENT *Farrera Highline*
and Co.

By *Steven R Schiesswohl*

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date _____

Date *3/2/93*

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *R J Benedetto*

Title *AGM ERN*

Date *1-8-93*

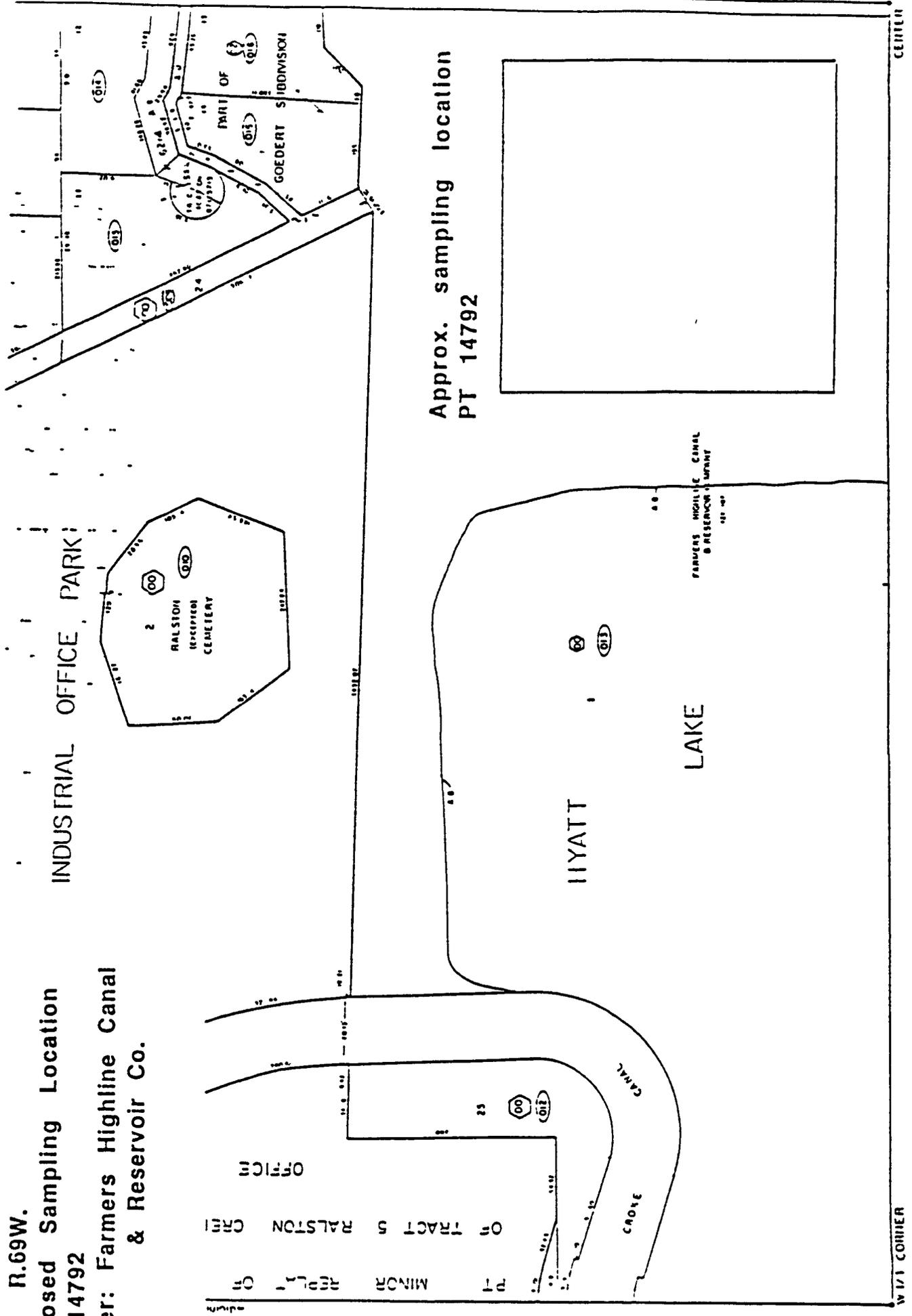
Consented to
Names

Interest

Signature

109

Exhibit A: Map (page 1 of 2)
 S 1/2 of NW1/4 of Section 7
 T.3S. R.69W.
 Proposed Sampling Location
 PT 14792
 Owner: Farmers Highline Canal
 & Reservoir Co.



Approx. sampling location
 PT 14792

W1/1 CORNER

CENTER

Exhibit A: Map (page 2 of 2)
SW1/4 of SW1/4 of Section 25
T.2S. R.70W.

Proposed Sampling Location
PT 13792

Owner: Farmers Highline Canal
& Reservoir Co.

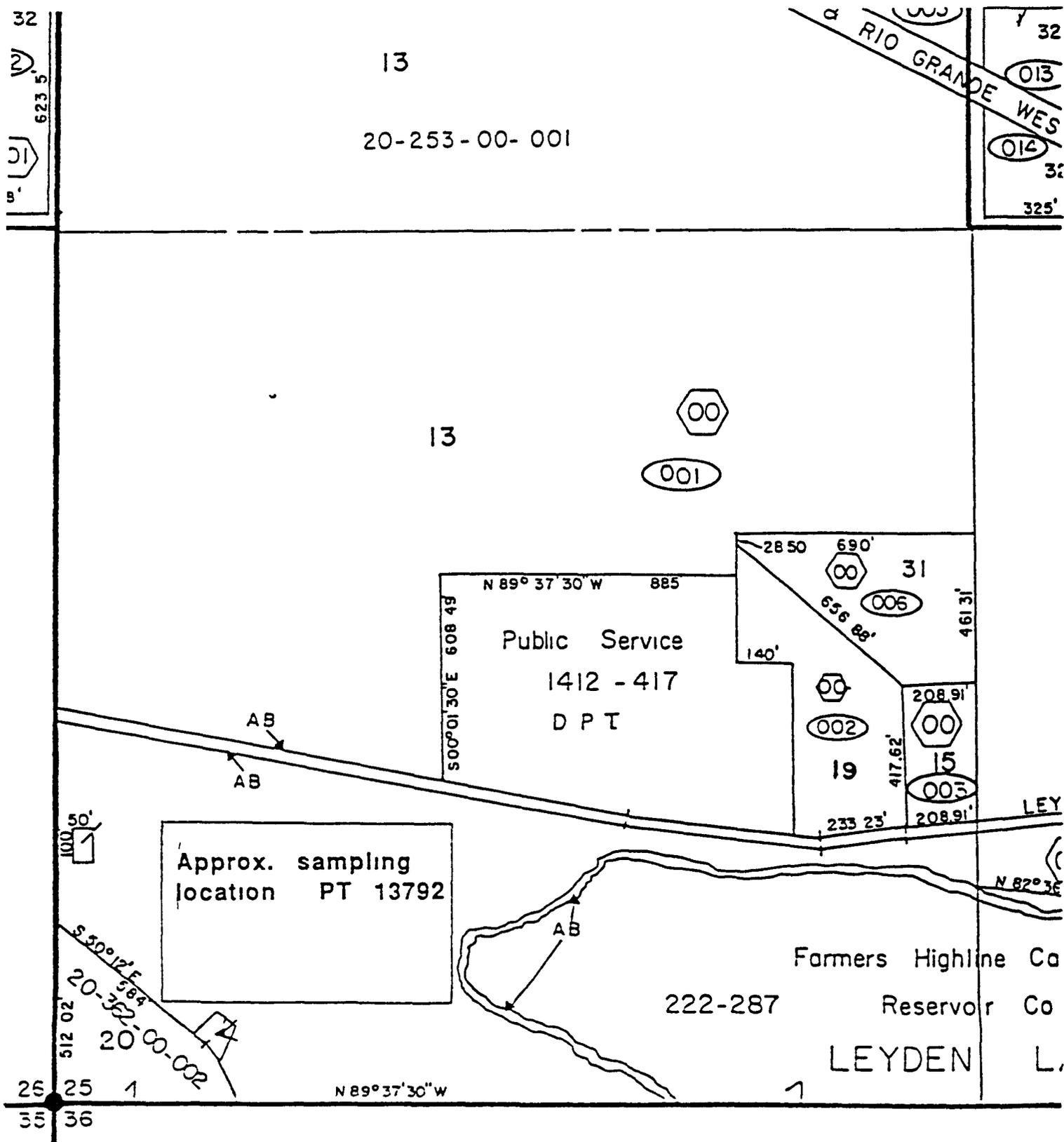


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTION -FARMERS HIGHLINE CANAL & RESERVOIR COMPANY

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on this property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

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 PATTRIDGE LEYDEN INC., a Colorado Corporation (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No

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-filing, 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 for four months unless sooner terminated by the Government or Grantor by ten days prior written notice to the other.

Use Agreement No

- 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 effected 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 10 days after the expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR) The Government, however, shall furnish a copy of the report to the Grantor
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

Use Agreement No

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

GRANTOR
PATTRIDGE LEYDEN, INC

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Frederick J. Pattridge*
Sec.

By *Steven R. Schiesswohl*

Frederick J Pattridge,
Secretary

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date *February 23, 1992*

Date *3/2/93*

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *H. Benedict*

Title *AGM BLM*

Date *1-8-93*

Consented to
Names

Interest

Signature

Exhibit A: Map
SE 1/4 of Section 26
T.2S. R.70W.
Sampling Location: PT 13392
Owner: Pattridge Leyden Inc.

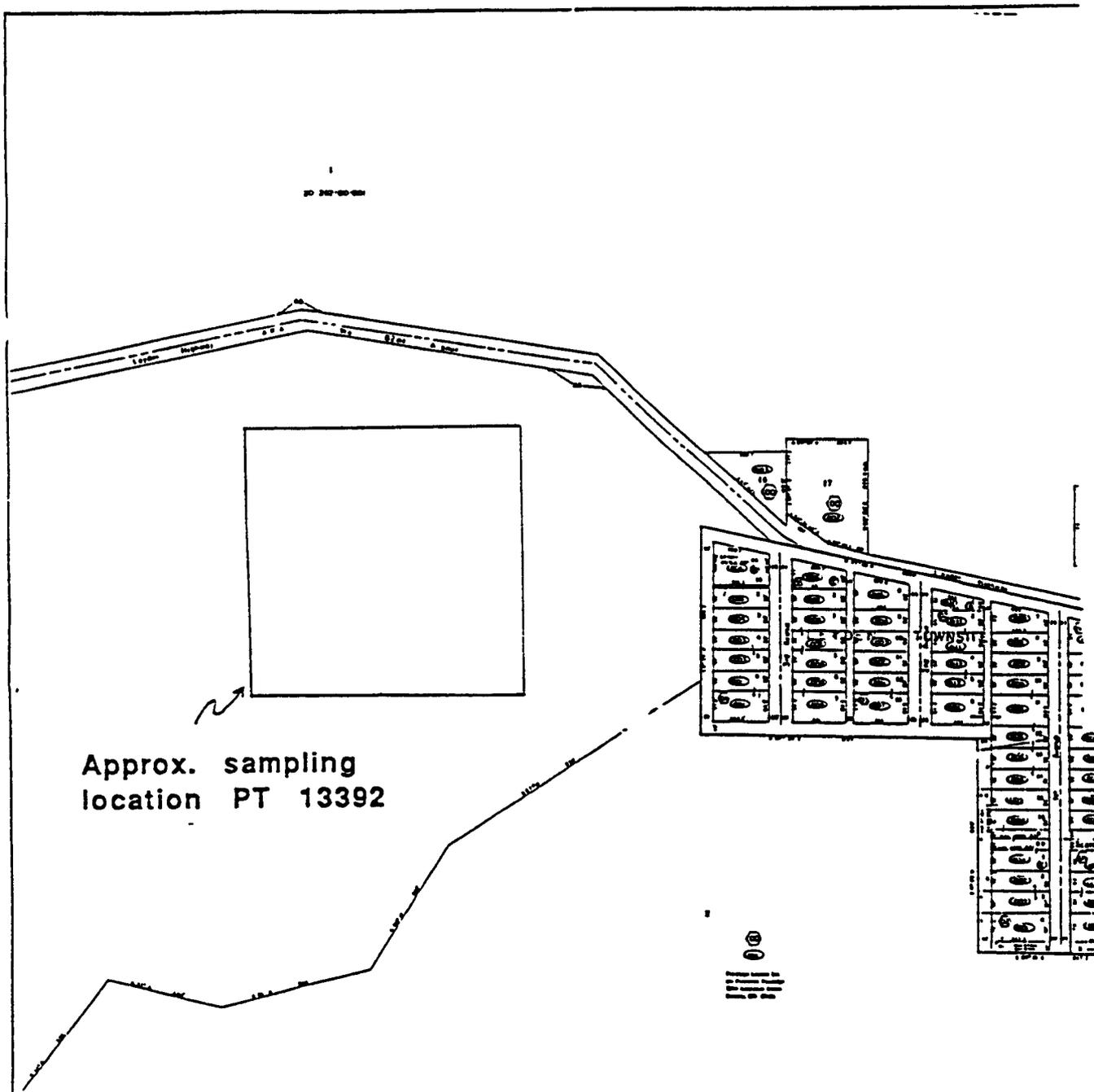


EXHIBIT B

OU 3 RF/RI SAMPLING ACTIVITY DESCRIPTIONS -PATTRIDGE LEYDEN INC

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on this property involve collection of surface soil sample. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.

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 Walnut Creek & Associates (hereinafter referred to as the "Grantor"),

WITNESSETH THAT.

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

WCA
5/1/92

Use Agreement No

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-filing, 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 for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

WCA by
116

Use Agreement No

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR).

WCA
T/E

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

8. 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.

COPY OF DATA OBTAINED TO BE RETURNED TO GRANTOR.

WCA

T/E

Use Agreement No

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

GRANTOR UNITED STATES OF AMERICA
WALNUT CREEK ASSOC. DEPARTMENT OF ENERGY

By Terry Toyl
Terry Ted Eyck

By Steven R Schiesswohl

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date 7.22.92

Date. 3/2/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By [Signature]

Title AGM ERM

Date: 1-8-93

Consented to:
Names Interest Signature

1a1

Exhibit A: Map

Section 4

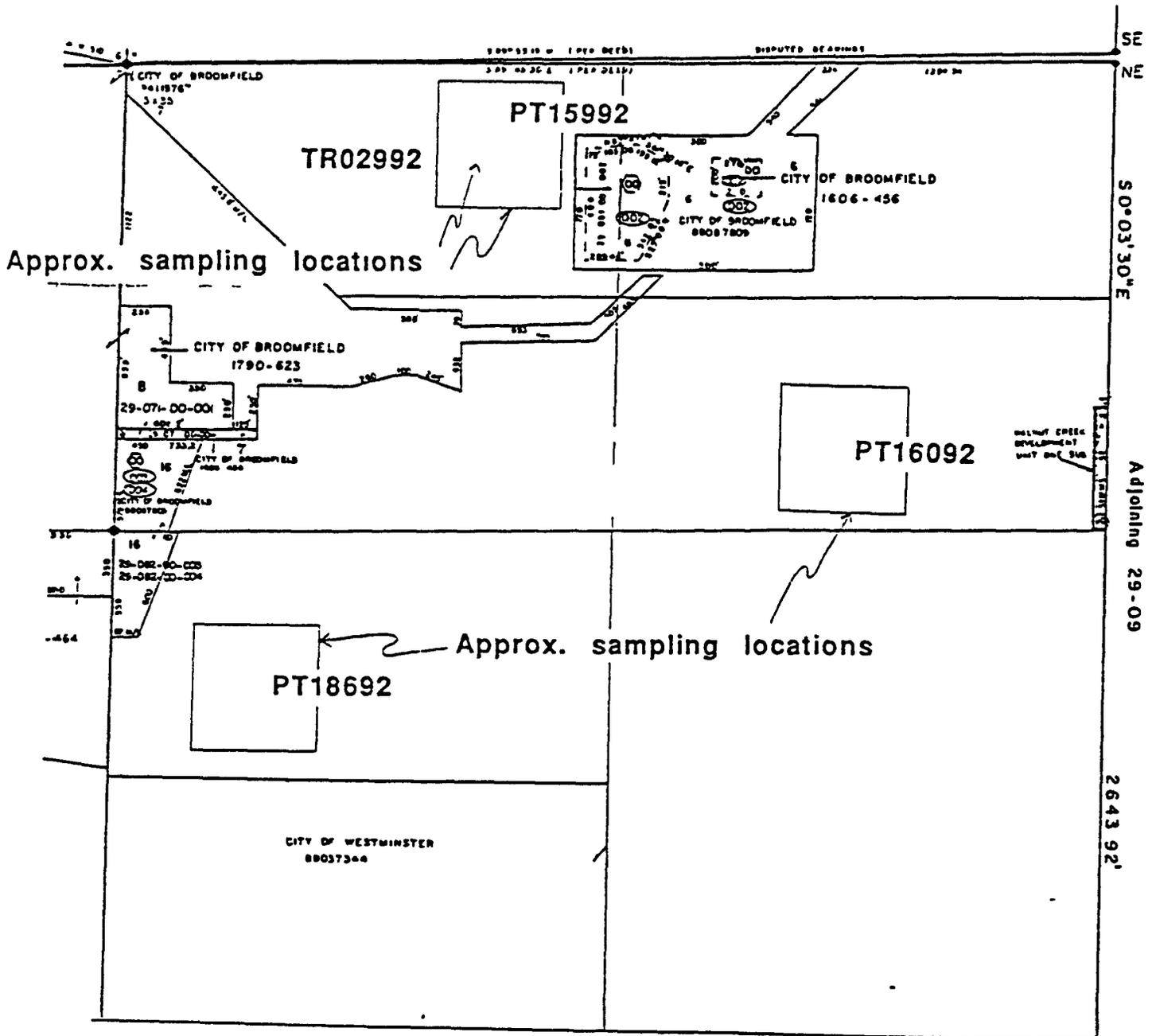
T.2S. R.69W.

Proposed Sampling Locations

PT 16092, PT18692, TR02992

Owner: Walnut Creek Associates

PT16092, PT18692, PT15992 & TR02992



WCA by
T112

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -WALNUT CREEK ASSOCIATES

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of most sampling activities. Sample locations will be surveyed prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations. Access across Walnut Creek Associates property may also be needed to sample adjacent property locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Walnut Creek Associates property involve collection of soil and environmental data. The following paragraphs provide a general description of the sampling activities.

SOIL SAMPLING

A surface soil sample involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot.

A soil pit is an intrusive soil sampling activity that will require restoration upon completion. A backhoe is used to dig a four foot deep pit. Soil samples are then taken at selected intervals from the exposed face of soil. After sampling, the pit will be backfilled, seeded with native plant species and mulched to protect the surface soil during vegetation reestablishment. Soil pits can be sampled within one day, but if a pit is left unattended for any length of time the location will be clearly marked to avoid accidents. The map sample number designation is TR.

ENVIRONMENTAL SAMPLING

Environmental sampling on Walnut Creek Associates property involves collection of soil, vegetation and animal parameters. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The location of the environmental sampling will be colocated with the soil sampling.

WCA by
Tlb

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 Perry S McKay (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991. and

WHEREAS, DOE has entered into a Settlement Agreement known as McKay, et al vs United States of America et al., Civil Action No 75-M-1162, dated December 14, 1984 and continues to recognize it's obligation under said agreement and

WHEREAS, the current sampling project is expected to verify the prior test results 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 across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED,

Use Agreement No.

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, his 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 its condition on the effective date of the Use Agreement
- 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 sate of this Use Agreement shall be the later of the date of execution by the Government or October 1, 1992 The term of this Use Agreement shall commence on the effective date hereof and shall continue for a period of three (3) months unless sooner terminated by the Government or Grantor by giving five (5) working days prior written notice

Use Agreement No.

to the other The Government shall provide to the Grantor two (2) days prior to entry on the property, specifying the time and date of the sampling, so that an agent of Grantor may be present

- 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 effected 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 five (5) days after the expiration or 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. However, the Government shall provide Grantor with split samples and also shall provide Grantor with all data obtained and any analysis thereof Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927.401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of

Use Agreement No.

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

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Perry S. McKay*
PERRY S. MCKAY
1113 Spruce Street - Suite #201
Boulder, CO 80302

By: *Steven R. Schiesswohl*
Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date _____

Date 3/5/93

Concurred by EG&G Rocky Flats, Inc.
DOE Contractor, contract number
DE-AC04-90DP62349

By. *H. I. Benedetti*

Title *Atom RDM*

Date 1-8-93

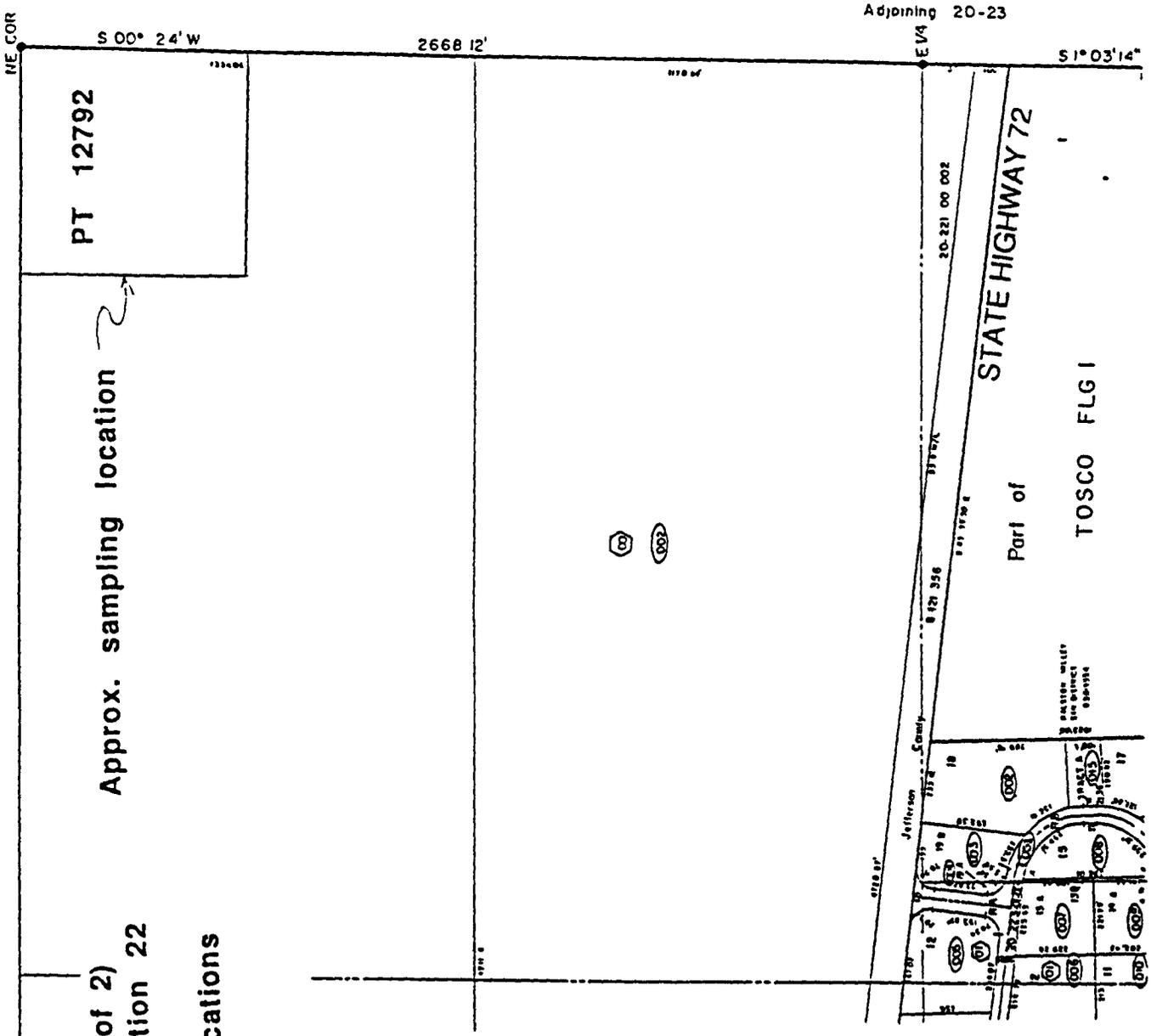
Consented to:

Names

Interest

Signature

Exhibit A: Map (page 1 of 2)
 NE1/2 of NE1/4 of Section 22
 T.2S. R.70W.
 Proposed Sampling Locations
 PT 12792
 Owner: Perry S. McKay



ROCKY FLATS

USA 2
2682-232

Exhibit A: Map (page 2 of 2)

E1/2 of Section 23

T.2S. R.70W.

Proposed Sampling Locations

PT 13192, PT13292

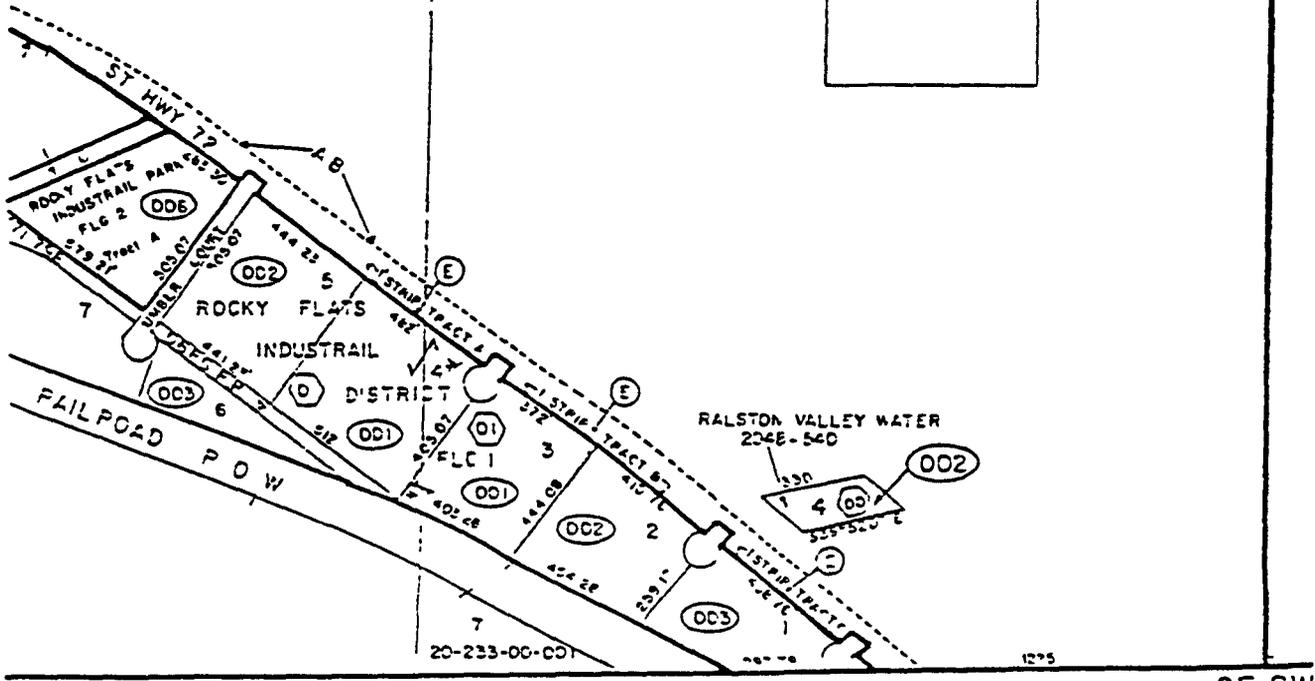
Owner: Perry S. McKay

PT 13192

Approx. sampling locations

PT13292

20-234-00-001
3



Adjoining 20-26

LAST M.B.B. KEY NO. USED IN SEC. 23: 7

SE SW

129

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Pery S McKay

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows the location of the sampling activity. The sample location will be surveyed prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Perry S. McKay property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

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 ALKIRE INVESTMENTS CO (hereinafter referred to as the "Grantor"), (all hereinafter collectively referred to as the "Parties")

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

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

NOW THEREFORE, in consideration of the performance of the covenants and agreements herein, the adequacy of which is acknowledged, the Parties agree as follows

- 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, a non-exclusive right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public and private roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs,

Use Agreement No.

executors, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed

- 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 (hereinafter referred to as "Activities") 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-filing, seeding or sodding with a seed mixture or sod type which is native to the Property, landscaping and repair of landscaping DOE shall be responsible for the costs associated with the veterinary care of any cattle injured as a result of the Activities, or the replacement costs, at fair market value, of any cattle destroyed as a result of the Activities as mutually agreed between the Parties
- 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 Parties 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

Use Agreement No

- for six months 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 effected 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 and debris or surplus material brought to the property no later than 60 days after the expiration or 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 The Parties agree that cattle may occupy the Property at all times during the term of this Use Agreement and that Grantor shall not be responsible for any losses or damages caused by cattle and suffered by DOE, its authorized representatives, agents, contractors, and subcontractors, on the Property

- 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR) DOE, however, shall furnish a copy of the final report to the Grantor free of charge
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances

Use Agreement No

8 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

JRO

9 DOE will provide Lab analysis results to the Grantor on plot number 19692 within 5 days from receipt of results from the Lab. In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR
Alkire Investment
Company

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By _____

By *Steven R Schiesswohl*

L. R. Solomon

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

L. B. Lund

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

Date 6/2/93

Date 9/3/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *W. H. H. H.*

Title *Chief AGM - ERM*

Date 8/12/93

Consented to
Names

Interest

Signature

Exhibit A: Map
 N 1/2 of NE 1/4 of Section 30
 T.2S. R.69W.
 Sampling Location: PT ~~1969Z~~
 Owner: Alkire Investments Co.

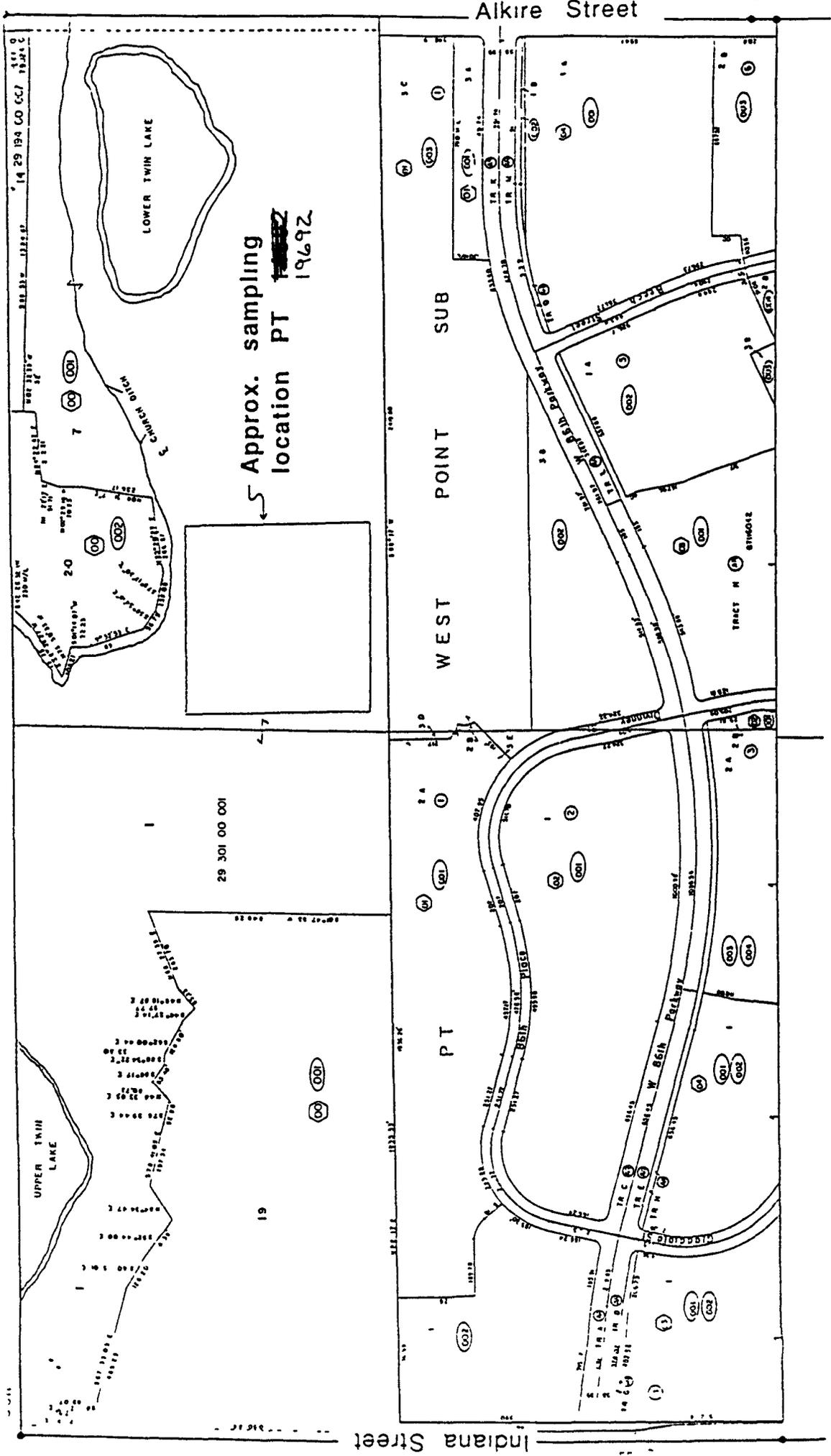


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS - ALKIRE INVESTMENTS CO

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for one year to cover any follow up activities that may be required.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on this property involve collection of surface soil sample. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.

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 Robert Meade and Eugenia H. Abbott (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

Use Agreement No.

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-filing, 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 for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or 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 Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)

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

- 8 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

9. The right of entry onto the subject property ^{E.N.A} by DOE, its authorized representatives, agents, contractors, and subcontractors shall be allowed only when accompanied by the Grantor.

Use Agreement No.

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By. Eugenia A. Albrada
Robert M. Albrada

By. Steven R. Schiesswohl

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date 5/20/93

Date. 9/3/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By W. H. Hatcher

Title Acting ABM - ERM

Date 8/12/93

Consented to
Names

Interest

Signature

EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -ROBERT AND EUGENIA ABBOTT

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH)

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on the Abbott property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map

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 JAMES & HOLLY ANDERSON (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 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 in Exhibit B, 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, his 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-filing, 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 for one year unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

Use Agreement No

- 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 effected 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 expiration or termination of the Use Agreement

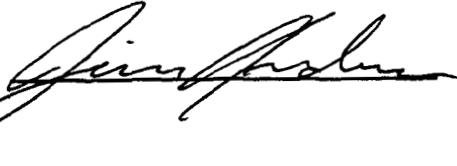
The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

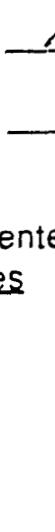
- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 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

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

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By 

By 

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date May 25, 1993

Date: 9/3/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By 

Title Admin AGM - ERN

Date 8/12/93

Consented to
Names

Interest

Signature

Exhibit A. Map
 E 1/2 of NW 1/4 of Section 31
 T 2S R 69W
 Sampling Location. PT 14692
 Owner: James & Holly Anderson

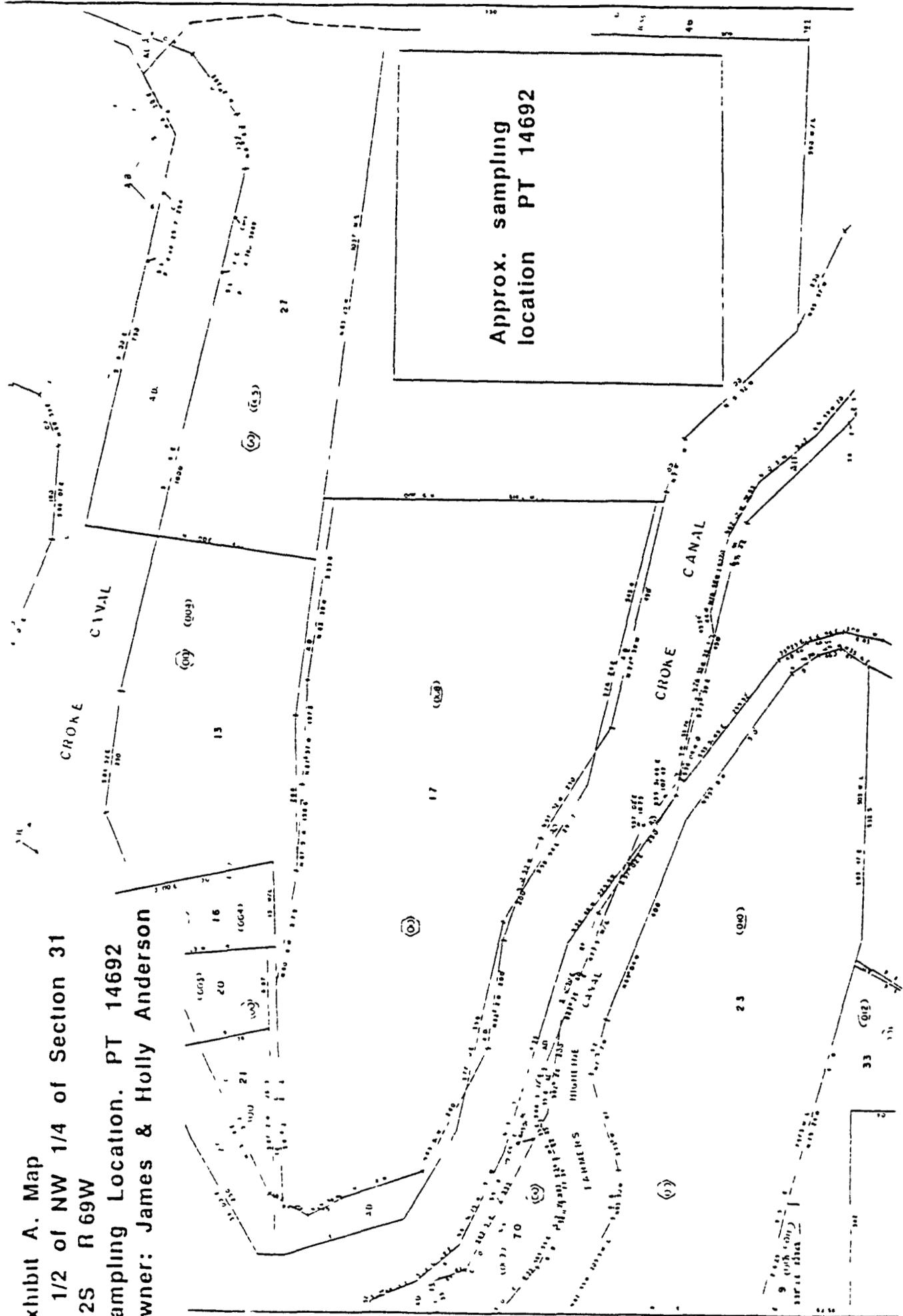


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -JAMES & HOLLY ANDERSON

Operable Unit 3 (OU 3) is defined as the area offsite from the Rocky Flats Plant. The planned OU 3 sampling activities are detailed in a Work Plan that outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH). This Work Plan is publicly available and information concerning the location of an available copy can be found by calling EG&G Community Relations at 966-2986.

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Use Agreement period is extended for one year to cover any follow up activities that may be required.

The map attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect your property. OU 3 sampling activities on Anderson property involve collection of a surface soil sample. The collection of a surface soil sample involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The approximate ten acre plot location is shown on the Exhibit A map.

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 BOULDER COUNTY (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991; and

WHEREAS, the Grantor leases and controls the property designated in Exhibit A, subject to a lease/purchase agreement with the City of Boulder for the sampling location referred to as PT 13092,

NOW THEREFORE, it is agreed that

- 1 The Grantor leases 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 in Exhibit B; 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, his 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. The right of entry in, across, and over the Property, provided in this Agreement, is solely limited to a right of entry by foot. DOE, its authorized representatives, agents contractors, and subcontractors shall not drive onto nor use any motorized vehicles or equipment to access across the Property nor to carry out the environmental monitoring activities on the Property DOE its authorized representatives, agents, contractors and subcontractors shall not cut, remove or damage any fences to gain access to the Property. DOE shall coordinate a schedule of access with the Grantor.

- 2 The Government shall be responsible for any injury to its environmental investigation personnel or property caused by its activities as specified in Exhibit B or those of its authorized representatives, agents, contractors and subcontractors, on the property: PROVIDED, that such responsibility for property damage 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-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties
- 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 DOE

Use Agreement No.

acknowledges that a portion of the Property is under a lease/purchase agreement to the Grantor.

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 for 12 months 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 effected 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 property by reason of affixation to any realty. DOE shall remove all such personal property no later than 10 days after the expiration or 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, or gross negligence 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. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. Such data shall be provided to the Grantor when available, at the Grantor's request. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR). DOE shall provide a copy of the Final RFI/RI Report to the Grantor at no charge

Use Agreement No.

- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, subleases, and assignees as appropriate, to enter into this Use Agreement DOE shall obtain consent of the City of Boulder under a separate Agreement prior to access
- 9 DOE agrees to keep the property free and clear from any and all liens for labor, materials, subcontracts, and any and all other services or materials in connection with the surface soil sampling
- 10 The sampling contractor shall carry the following minimum amounts of insurance
 - a Workers Compensation in statutory limits
 - b Comprehensive General and Automotive LiabilityPolicy for amounts not less than:
 - Bodily Injury
 - \$150,000 each person, including death
 - \$600,000 each occurrence
 - Property Damage
 - \$50,000 each occurrence
- 11 This Use Agreement constitutes the entire understanding between the parties and supersedes any prior agreement or understanding related to the subject matter of this Use Agreement

This Use Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto

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

GRANTOR:

Homer Page

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By: _____

By: *Steven R. Schiesswohl*

Boulder County
HOMER PAGE, CHAIR
BOARD OF COUNTY
COMMISSIONERS

Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch
Rocky Flats Office
P O Box 928
Golden, Colorado
80402- 0928

Date. 4-29-93

Date: 9/3/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *A. H. H. H.*

Title: *Admng ADM-ERN*

Date 8/12/93

Consented to:

Names

Interest

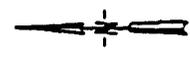
Signature

Exhibit A: Map

Owners:
 North half of PT13092
 - Boulder County

South half of PT13092
 - Boulder Municipal
 Property Authority

10 acre surface soil
 sampling plot (PT)



1 inch = 400 feet

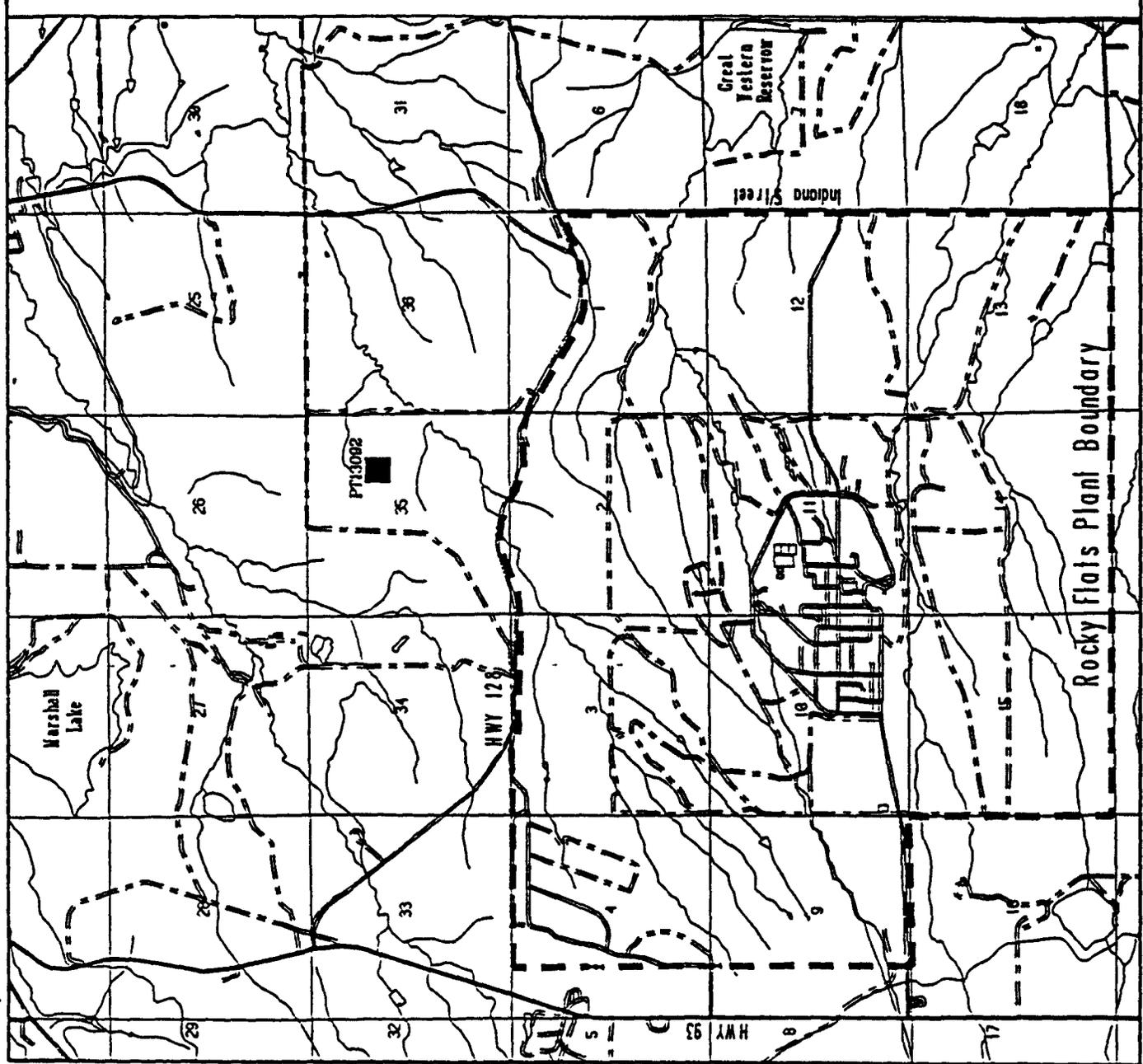


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -BOULDER COUNTY PARKS AND OPEN SPACE

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in 1994. The Access Agreement period is extended for 12 months to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows the location of sampling activity. The sample location will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Boulder County property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot location is shown on the Exhibit A map.