



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 FARMERS RESERVOIR (hereinafter referred to as the "Grantor"), AND Irrigation CO

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,

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- 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

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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: Albert Helack Pres.

By: \_\_\_\_\_

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

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

Date: May 27 1992

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Consented to:  
Names

Interest

Signature

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ADDENDUM TO USE AGREEMENT NO. \_\_\_\_\_

This addendum to a Use Agreement between THE UNITED STATES OF AMERICA, acting through the Department of Energy, and THE FARMERS RESERVOIR AND IRRIGATION COMPANY (hereafter "FRICO"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_, is as follows:

WHEREAS, FRICO is willing in concept to grant the rights and privileges set forth in the "Use Agreement;" and

WHEREAS, the exact nature and location of the type of investigation and use which the Department of Energy desires to undertake cannot presently be specifically defined.

NOW, THEREFORE, it is agreed as follows:

1. The Department of Energy is granted the rights through the Use Agreement to enter upon the premises of FRICO to investigate and evaluate the specific type of investigation to be undertaken, and the specific sites at which such investigation and evaluation will be located.

2. As the Department of Energy identifies the specific nature and type of evaluation and investigation to be undertaken and the location of such, such proposal will be submitted for the review of FRICO. FRICO reserves the right to approve or disapprove the specific type, nature, and location of the investigation or evaluation to be undertaken by the Department of Energy which permission will not be unreasonably withheld.

3. The Department of Energy shall adequately secure and protect any investigation location from creating any dangerous condition and recognizes that the site of Standley Lake and its surrounding lands is open to the public pursuant to a certain Recreation Lease between FRICO and the City of Westminster, Colorado.

4. In the event that the activities of the Department of Energy, and in particular the air sampling station proposed to be installed and maintained by the Department of Energy causes noise which results in complaints by the members of the public enjoying the recreation easement, or results in complaints from the neighboring landowners, the Department of Energy shall take such steps to muffle, baffle, or otherwise reduce or eliminate such offending noise, and in the event that such sampling cannot be undertaken in a manner that does not result in complaints as set forth above, FRICO reserves the right to terminate that specific type of investigation or evaluation granted to the Department of Energy pursuant to the Use Agreement No. \_\_\_\_\_.

ATTEST:

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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ATTEST:

THE FARMERS RESERVOIR AND  
IRRIGATION COMPANY

Sammy J. Gustafson  
Secretary

By: Albert H. Sack  
Its: President

Approved this 27 day of May, 1992.

CITY OF WESTMINSTER

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Use Agnt. Add/FRICO

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## EXHIBIT B

### OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -FARMERS RESERVOIR AND IRRIGATION 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 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 planned 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. Sampling locations immediately adjacent to or contained within FRICO property are also shown on the map. These sampling locations could overlap with FRICO property. The attached Table 1 lists the sample type, sample number and approximate true state planer coordinates for known sample locations. Access across FRICO property may also be needed to sample adjacent locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on FRICO property involve collection of sediment, environmental and air data. 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 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.

#### 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

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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 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 a field survey.

An ultra high-volume air sampler is planned for the southwest corner of Standley Lake. The sampler will be placed on the shoreline. 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. An electrical line will be run across Jefferson County Open Space property to power the sampler. 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.

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 meteorological conditions, a meteorological 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 meteorological data.

Due to FRICO's concern about the undefined nature of environmental sampling, a two-phase approach to the Use Agreement is proposed. Access is requested to conduct sediment, air sampling and an initial site characterization for the environmental evaluation. No environmental samples would be collected during this initial characterization. Following this initial characterization, the location and type of data collection will be defined. A presentation of this information will be made to FRICO and a second use agreement requested.

**OU 3 SAMPLING ACTIVITIES - FARMERS RESERVOIR AND IRRIGATION COMPANY**

**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	SD03592		
	SD03692		
	SD03792		
	SD03892		
	SD03992		
	SD04092		
	SD04192		
	SD04292		
	SD04392		
	SD04492		
	SD04592		
	SD04692		
	SD04892		
SD04992			
Environmental	Access is requested for an initial site characterization Following this initial characterization, the location and type of data collection will be defined A presentation of this information will be made to FRICO and a second use agreement requested 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  An ultra high-volume air sampler is planned for the southwest corner of Standley Lake The approximate location of the air sampler is shown on the map		

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

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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,

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## 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

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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.

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GRANTOR.

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

By Albert L. Sack Pres.

By: \_\_\_\_\_

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

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

Date: May 27 1992

Date: \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Consented to:

Names

Interest

Signature

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ADDENDUM TO USE AGREEMENT NO. \_\_\_\_\_

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ATTEST: UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
Its: \_\_\_\_\_

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ATTEST:

THE FARMERS RESERVOIR AND  
IRRIGATION COMPANY

Gennije L. Gustafson  
Secretary

By: Albert H. Seak  
Its: President

Approved this 27 day of May, 1992.

CITY OF WESTMINSTER

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

UseAgnt.Add/FRICO

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## EXHIBIT B

### OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -FARMERS RESERVOIR AND IRRIGATION COMPANY

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OU 3 SAMPLING ACTIVITIES - FARMERS RESERVOIR AND IRRIGATION COMPANY

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