

40103

000012898

ORRES CONTROL
OUTGOING LTR NO

EG&G ROCKY FLATS

ORDER#
73RF 13923

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

DIST	LTR	ENC
BARAL, M E		
BEDETTI, R L		
BENJAMIN, A		
BIRMAN, H S		
BIRNCH, D B		
BIRNIVAL, G J		
BIRPP, R D		
BIRVIS, J G		
BIRRERA, D W		
BIRNNI, B J		
BIRMAN, L K		
BIRALY, T J		
BIRDAHL, T		
BIRBIG, J G		
BIRTCHINS, N M		
BIRBY, W A		
BIRNESTER, A W		
BIRHAFFEY, J W		
BIRNN, H P		
BIRRX, G E		
BIRDONALD, M M		
BIRKENNA, F G		
BIRNTROSE, J K		
BIRORGAN, R V		
BIRITTER, G L		
BIRZUTO, V M		
BIRSING, T L		
BIRNDLIN, N B		
BIRTLOCK, G H		
BIREWART, D L		
BIRLLIVAN, M T		
BIRANSON, E R		
BIRKINSON, R B		
BIRLIAMS, S (ORC)		
BIRSON, J M		
BIRANT, R D		
Guillaume, M	v	

November 10, 1993

93-RF-13923

Mr John Nussbaumer
RTD
1600 Blake
Denver, CO 80202

USE AGREEMENT FOR OFFSITE SAMPLING - MG-044-93

Dear John

I have enclosed your copy of the Use Agreement with the Department of Energy (DOE) with original signatures for your records. I appreciate your cooperation in obtaining access to this property. Analysis results from soil samples obtained from this property will help support an important environmental study.

I will send you the results of the lab analysis as soon as they become available. If you should have further questions, please feel free to call me at 966-8557.

Sincerely,

M Guillaume
Operable Unit 3 Project Manager
Remediation Project Management

dql

Enclosures
As Stated

ORRES CONTROL	X	X
MN RECORD/0802		V
TS/T130G		
AFFIC		

CLASSIFICATION

NI		
CLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER
SIGNATURE

DOCUMENT CLASSIFICATION
REVIEW WAIVER PER
CLASSIFICATION OFFICE

REPLY TO RFP CC NO

OPERATION ITEM STATUS
PARTIAL/OPEN
 CLOSED
APPROVALS

OPERATOR & TYPIST INITIALS

MG dql

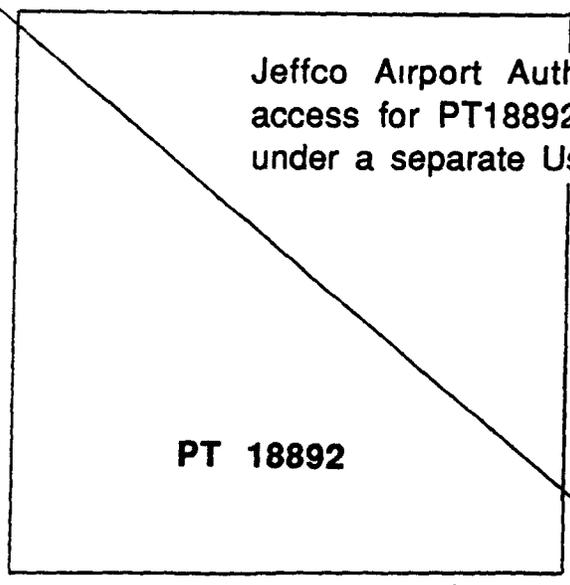
ADMIN RECCRD

SW-A-003572

726 732
BROOKFIELD WATER & GAS
726 732

5 40
709 419

Jeffco Airport Authority
access for PT18892 obtained
under a separate Use Agreement



PT 18892

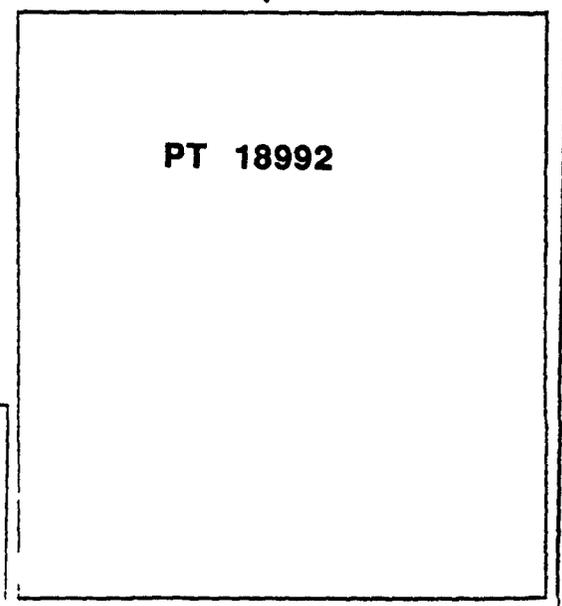
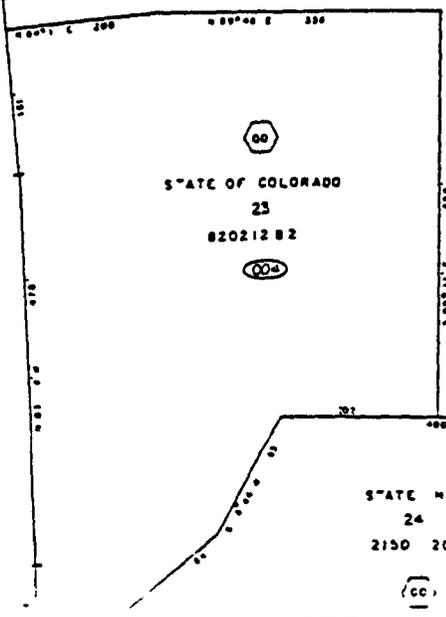
Exhibit A: Map
NE1/4 of NE 1/4 of Section 3
T.2S. R.69W.
Proposed Sampling Location
PT 18892 & PT 17292
Owner: R.T.D.

Approx. sampling locations



WADSWORTH BLVD

ST HWY



PT 18992

700 700
BROOKFIELD WATER & SAN
700 700

Jeffco Airport Authority
access for PT18892 obtained
under a separate Use Agreement

PT 18892

Exhibit A: Map
NE1/4 of NE 1/4 of Section 3
T.2S. R.69W.
Proposed Sampling Location
PT 18892 & PT 17292
Owner: R.T.D.

Approx. sampling locations

WADSWORTH BLVD

ST HWY

STATE OF COLORADO
23
82021282

STATE HWY
24
2150 206

PT 18992

Signed
Copy

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 Regional Transportation District (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 backfilling, 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

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be affected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the 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: 

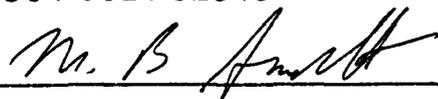
Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

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

Date 33.93

Date. 8/10/93

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

By 

Title _____

Date 3-11-93

Consented to
Names

Interest

Signature

Jeffco Airport Authority
access for PT18892 obtained
under a separate Use Agreement

PT 18892

Exhibit A: Map
NE1/4 of NE 1/4 of Section 3
T.2S. R.69W.
Proposed Sampling Location
PT 18892 & PT 17292
Owner: R.T.D.

Approx. sampling locations

WADSWORTH BLVD

ST HWY

STATE OF COLORADO
23
82021282

STATE HWY
24
2150 206

PT 18992

EXHIBIT B

OU 3 RF/RI SAMPLING ACTIVITY DESCRIPTIONS -R T D

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 locations 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 a surface soil samples. 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 locations are shown on the Exhibit A map.

CORRES CONTROL
OUTGOING LTR NO

93 RF 2405



EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT P O BOX 464, GOLDEN COLORADO 80402-0464 • (303) 966 7000

March 24, 1993

93-RF-2405

Richard J Schassburger
Acting Director
Environmental Restoration Division
DOE, RFO

Attn S. Schiesswohl

TRANSFER OF OFFSITE ACCESS PERMITS FOR OU 3 REMEDIAL INVESTIGATION FIELD
WORK - WSB-203-93

Attached are access permits obtained for the Operable Unit No. 3 (OU 3) offsite Remedial
Investigation field work As OU 3 field work progresses and involved landowners are identified, more
permits will be transferred to your office for signature and archiving Two original copies of each
owner's permit are attached, one signed original should be returned to Michael Guillaume of my staff
for return to the landowner

Under Part 39 of the Interagency Agreement, the Department of Energy is required to provide a copy
of the signed agreements to the Environmental Protection Agency (EPA) and the Colorado
Department of Health (CDH) After obtaining all access agreements for the OU Remedial
Investigation, a copy of each permit will be provided to the regulatory agencies

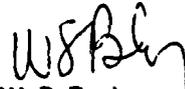
Permits for the following landowners are attached

Donald J , Donald D , and Mary I Ryan
Schaaf and Company
Interlocken Ltd

Pope Properties
Regional Transportation Distnct
Stephen E Paul, Robert Nurisso, and Edward M
O'Reilly and Sara E O'Reilly 1991 Trust

Also attached is a copy of the letter to William K Somerville confirming his verbal agreement to allow
access

If you have any question regarding these permits, please call M Guillaume at 966-8557


W S Busby
Deputy Director
Remediation Project Management

MG.dmf

Ong and 1 cc - R J Schassburger

Attachments
As Stated (3)

CC
R H Birk - DOE, RFO

DIST	ATT	LOC
BENJAMIN A		
BERMAN H.S.		
BRANCH D.B.		
CARNIVAL G.J.		
COPP R.D.		
DAVIS J.G.		
FERRERA D.W.		
HANNI B.J.		
HARMAN L.K.		
HEALY T.J.		
HILBIG J.G.		
IOEKER E.H.		
KERSH J.M.		
KIBBY W.A.		
KUESTER A.W.		
LEE E.M.		
MANN H.P.		
MARX G.E.		
MCDONALD M.M.		
McKENNA E.G.		
MONTROSE J.K.		
MORGAN R.V.		
POTTER G.L.		
PIZZATO V.M.		
RILEY J.H.		
SANDLIN N.B.		
SPEIDER R.I.		
STEWART D.L.		
SULLIVAN M.T.		
SWANSON E.H.		
WILKINSON R.B.		
WILSON J.M.		
ZANE J.O.		
enegetz R.I. X		
math TA		
William M X		
Busby W.S. X		
Arndt M.A. X		

CORRES CONTROL I
Admin. Rec. V
ERM Track g

CLASSIFICATION:

UCNI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER
SIGNATURE

DOCUMENT CLASSIFICATION

VIEW WAIVER PER

CLASSIFICATION OFFICE

IN REPLY TO RFP CC NO:

ACTION ITEM STATUS

OPEN CLOSED

PARTIAL

LTR APPROVALS

SSB: 

ORIG & TYPIST INITIALS

MG/dmf

11/11/93 (Rev 0/02)