

Georgiana Hintz
9595 Sheridan
Westminster, CO 80030

428-7649

92-RF-13518

MG-055-92

Dear Georgiana

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3). This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials I will return one copy for your files. If you should have further questions, please feel free to call me at 966-4291.

M Guillaume, OU 3 Manager
Remediation Programs Division

cc
Administrative Record of this property with other

11/13 - called - interested - would like her property, (10 acres) sampled as the joint owner property would be objected to by other owners.
SENT AGREEMENT 11/7

Larry

12/21 - called - Larry Hintz makes decisions and he will be reminded to call

12/23 - Larry called - said no - too many concerns - property has other joint owners he did not specify concerns

CORRES CONTROL
OUTGOING LTR NO

2-RF13518

EG&G ROCKY FLATS

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

DIST	LTR	ENC
JAMIN A		
MAN H S		
NCH DB		
ANIVAL G J		
SP RD		
VIS J G		
ERED J E		
RRERA D W		
ODWIN R		
NNI B J		
RMAN L K		
ALY T J		
RIG J G		
EKER E H		
RSH J M		
RBY W A		
ESTER A W		
IEG D		
E E M		
AJESTIC J R		
RX G F		
DONALD M M		
ORGAN R V		
OTTER G L		
ZZUTO V M		
NDLIN N B		
EPLEB R I		
LIVAN M T		
VANSON E R		
ILMAN K G		
EBE J S		
ILKINSON R B		
ILSON J M		
ANE J O		
XXXXXXXXXX		
MSX		
MRX		

November 13, 1992

92-RF-13518

Georgiana Hintz
9595 Sheridan
Westminster, CO 80030

USE AGREEMENT FOR OFFSITE SAMPLING - MG-055-92

Dear Georgiana

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No 3 (OU 3). This letter contains a request for access with enclosures that describes general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files. If you should have further questions, please feel free to call me at 966-8557.

Sincerely,

M. Guillaume, OU 3 Manager
EM/Remediation Programs Division

dmf

Enclosures
As Stated

cc
Administrative Record

CORRES CONTROL x x
Admin. Rec. X

CLASSIFICATION		
UCNI		
UNCLASSIFIED		
CONFIDENTIAL		
SECRET		

AUTHORIZED CLASSIFIER
SIGNATURE
IDENTIFICATION
OFFICE
DATE

IN REPLY TO RFP CC NO

ACTION ITEM STATUS
 OPEN CLOSED
 PARTIAL

LTR APPROVALS
ASB - MSB
ORIG & TYPIST INITIALS
MG/dmf

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 GEORGIANA HINTZ (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 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 _____

By _____

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

By _____

Title _____

Date _____

Consented to
Names

Interest

Signature

6

Exhibit A: Map
E 1/2 of NE 1/4 of Section 24
T.2S. R.69W.
Sampling Location: PT 18492
Owner: Georgiana Hintz

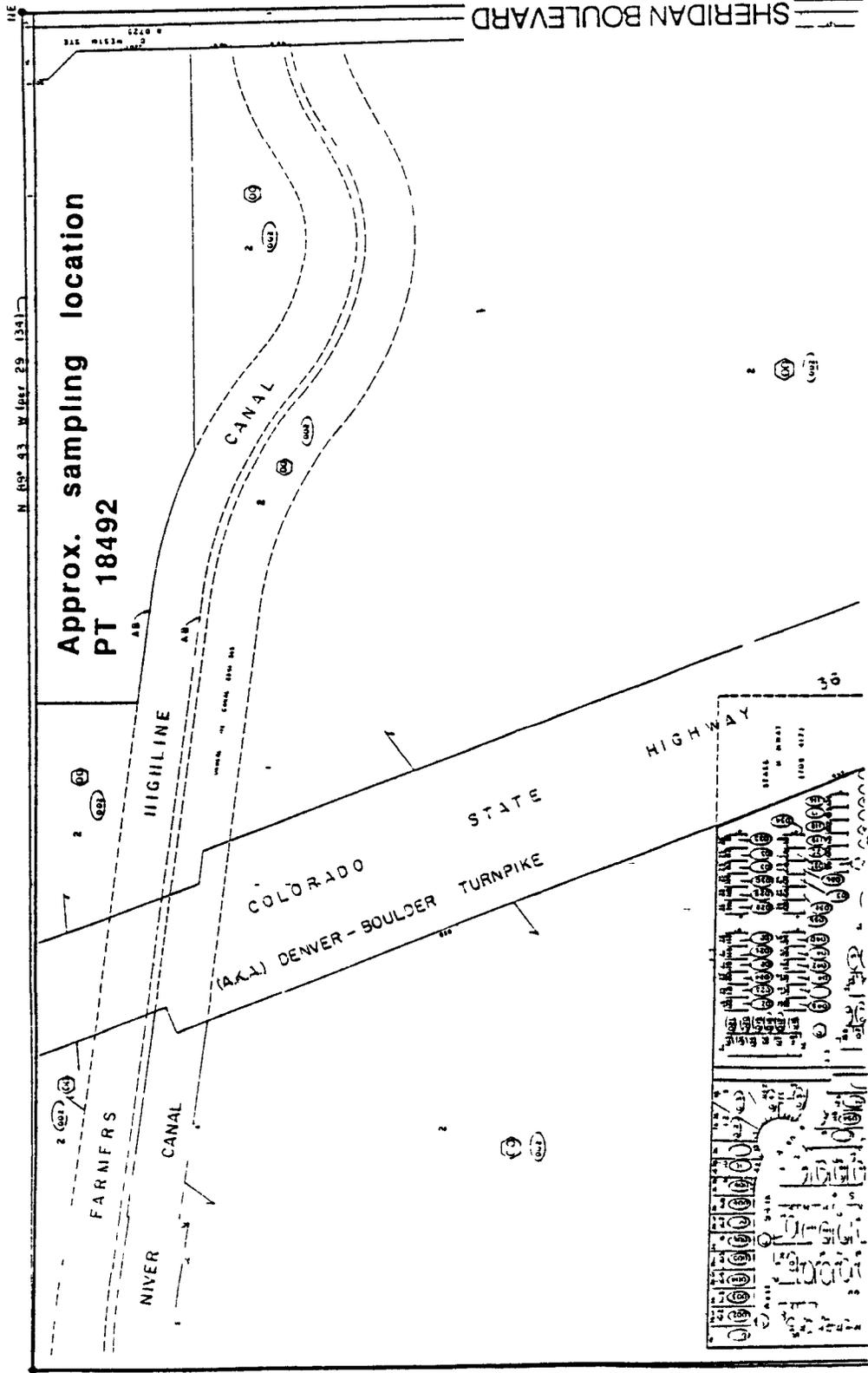


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -GEORGIANA HINTZ PROPERTY

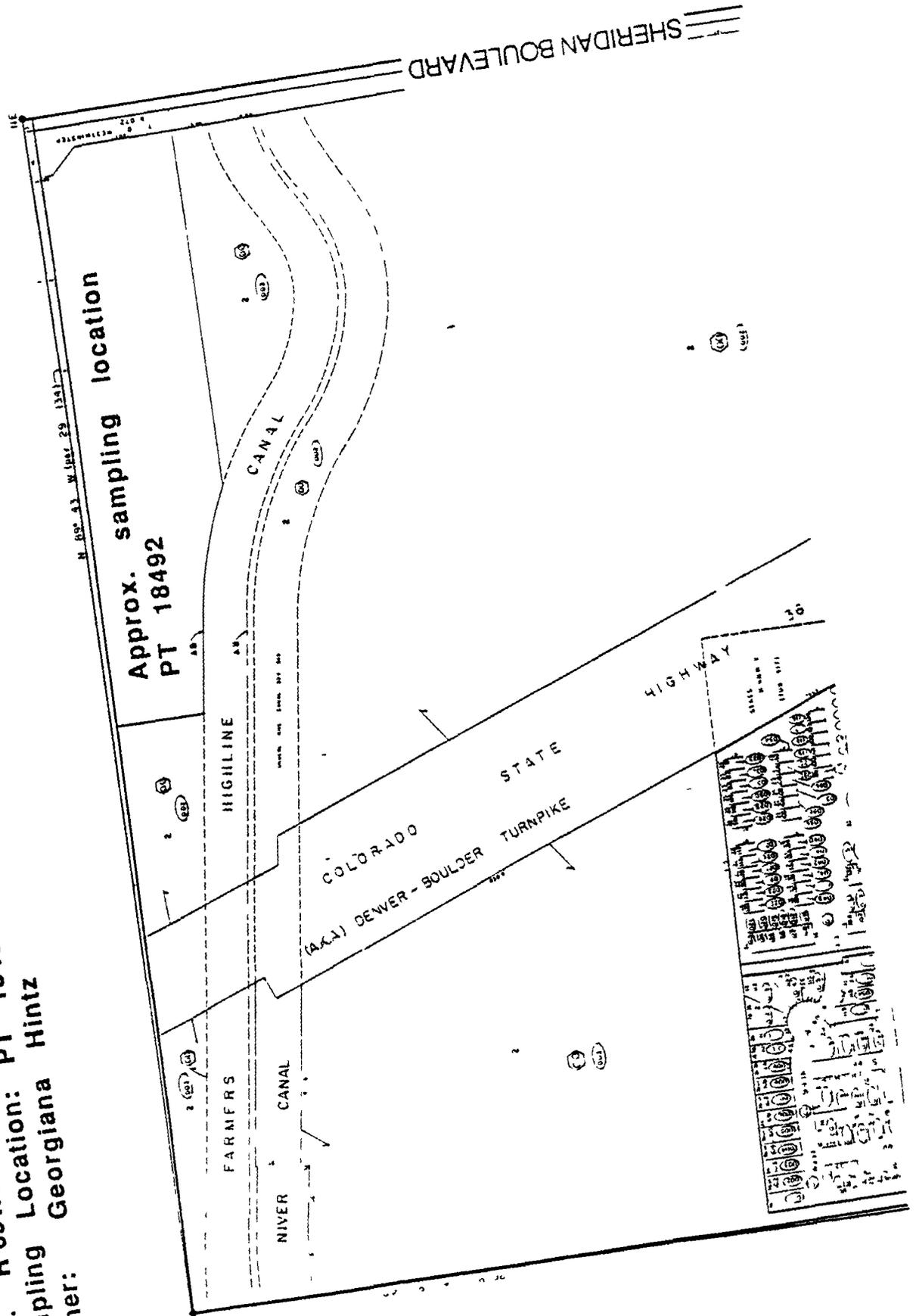
The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between 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 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.

Exhibit A: Map of NE 1/4 of Section 24
E 1/2 of R 69W.
T.2S. R 69W. Location: PT 18492
Sampling Georgiana Hintz
Owner:



Wayne and Esther Harkness
14803 West 72nd Ave
Golden, CO 80403

424-2190

Dear Wayne

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3). This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

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ESTHER is in hospital

9/2 CONTACTED WAYNE - Elderly Fellow
- Public SERVICE HAS LEASE

M Guillaume, OU 3 Manager
Remediation Programs Division

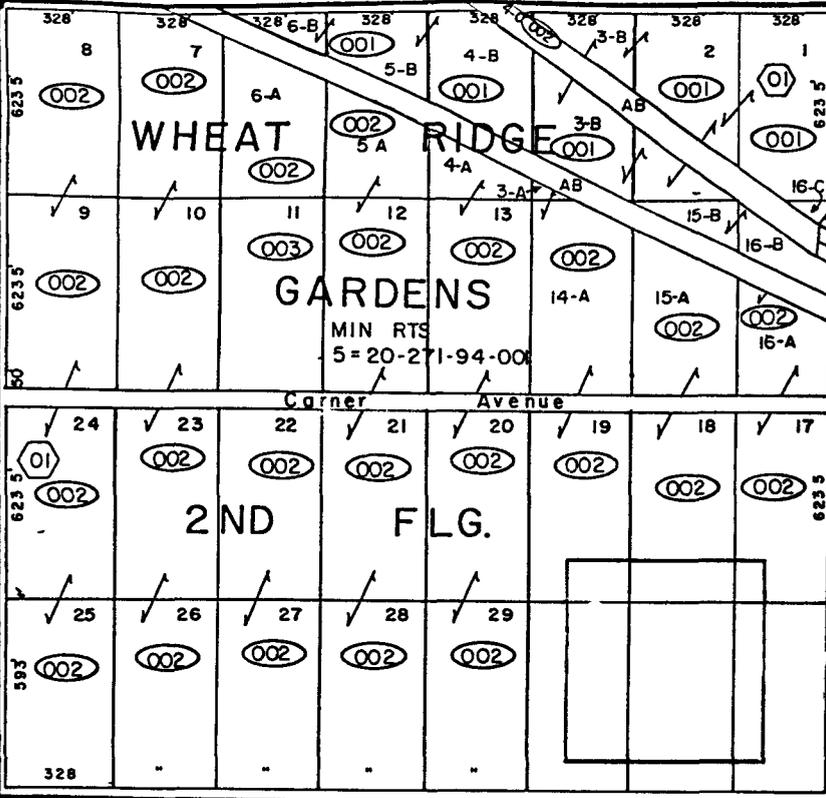
- also grazing AGREEMENT w/ Louis Smith
424-2190

cc
Administrative Record

Owned
Rejecting
OU3
access

10
H

EXHIBIT A



22
002

Jefferson County

State Highway 72

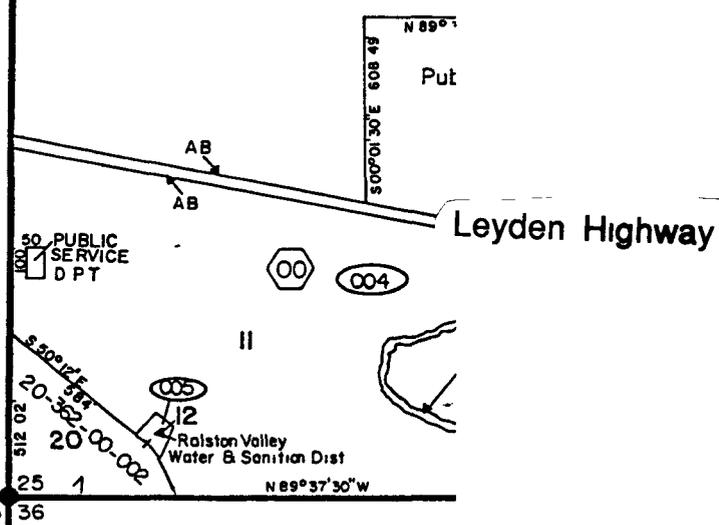
Denver & Rio Grande Western R R R O W

13

20-253-00- (

20-264

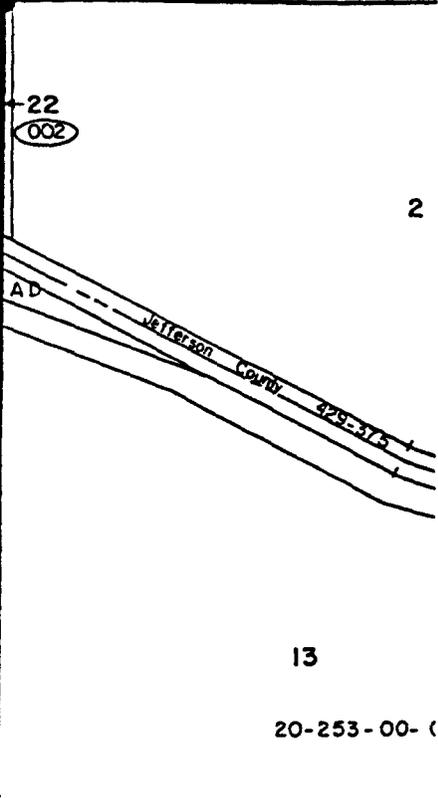
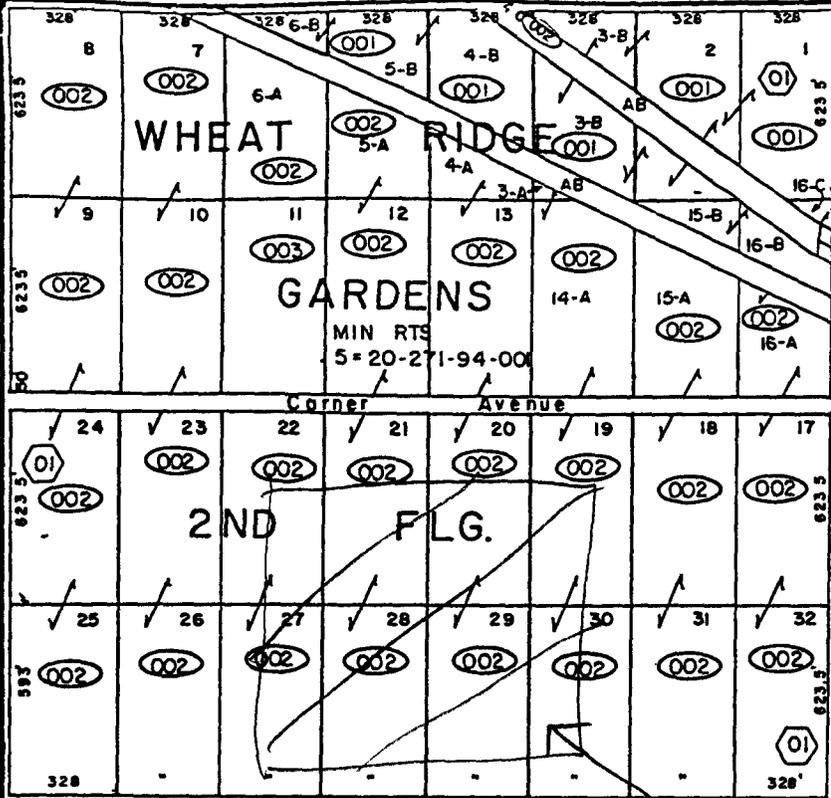
SE 1/4 of NE 1/4
of SEC 26
T2S R70W



Wayne W and Esther Harkness
14803 West 72nd Ave
Golden, CO 80403
S1/2 of NE1/4 of Sec 26, T 2S R 70W

SEE MAP

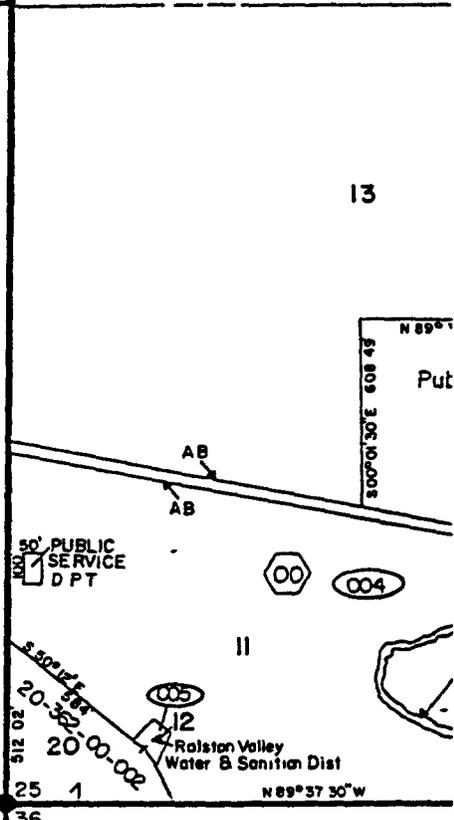
11



PT 13392

SEE MAP

20-264



12/12
3/5

SEE MAP