

U.S. DEPARTMENT OF ENERGY
ALBUQUERQUE OPERATIONS OFFICE

No Renew Required

DATE: JUN 21 1982

memorandum

REPLY TO
ATTN OF: UMTRA:JGT

SUBJECT: UMTRA Mill Sites Use Agreements

TO: Those on Attached List

The attached Exhibit A identifies all UMTRA mill tailings processing and alternate disposal sites for which the DOE Albuquerque Operations Office has or intends to execute use agreements. These agreements give DOE and its contractors and subcontractors the right to enter the sites for data gathering purposes. Under the agreements, DOE is responsible for repairing any damage resulting from authorized activities. A typical agreement is included as Exhibit B.

The UMTRA Project Office is responsible for administering the use agreements and must be kept aware of all planned visits and continuing activities at the sites. Therefore, any visits must be reported to the appropriate project engineer using the attached notification form (Exhibit C). If time does not permit advanced written notice, a verbal notification shall be provided and followed up in writing.

Each contractor or visitor is also requested to contact the property owner prior to any visit as a matter of courtesy and in order to confirm the dates that the site will be visited.

This requirement is not intended to be an obstacle to visiting or performing work at the sites. It is intended to keep the Project Office aware of all activities that could result in DOE liability under the use agreements. If you have any questions regarding this procedure, please contact John Themelis of the Project Office at (505) 844-3941 or FTS 844-3941. Questions regarding specific sites and requests for copies of use agreements should be directed to the appropriate project engineer.

Richard H Campbell
Richard H. Campbell, Project Manager
Uranium Mill Tailings Project Office

8208040313 820721
PDR WASTE PDR
WM-39

3 Attachments

cc w/attachments:
See page 2



USE EXEMPT

Original Not Rec'd

*20580
info only*

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Those on Attached List

- 2 -

cc w/attachments:

R. W. Ramsey, RAP, NE-24, DOE HQS

W. E. Mott, PSD, EP-323, DOE HQS

W. Nixon, U. S. NRC

S. Lichtman, U. S. EPA

C. Hoffman, U. S. DOI

S. Miller, OGC, GC-34, DOE HQS

D. Barth, AD-32, DOE HQS

W. Ackerman, Wyoming

L. Anderson, Utah

E. Bailey, Texas

L. Frank, Oregon

R. Funderburg, Idaho

T. Gerusky, Pennsylvania

L. Blanton, Arizona

A. Topp, New Mexico

A. Hazle, Colorado

D. Mount, North Dakota

H. Tso, Navajo Nation

R. Scarano, U. S. NRC

R. A. Marquez, OCC, DOE AL

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ADDRESSEES - Memorandum from Richard H. Campbell dated JUN 21 1982
(Subject: UMTRA Mill Sites Use Agreements)

R. Overmyer, Ford, Bacon & Davis Utah
G. Markos, Geochemistry & Environmental Chemistry Research
J. Nelson, Colorado State University
J. McKiernan, 4772, Sandia National Laboratories-Albuquerque
D. Dreesen, Group LS-6, Los Alamos National Laboratory
J. Hartley, Battelle Pacific Northwest Laboratory
J. Cline, Battelle Pacific Northwest Laboratory
G. Gee, Battelle Pacific Northwest Laboratory
L. Caldwell, Battelle Pacific Northwest Laboratory
J. Buelt, Battelle Pacific Northwest Laboratory
T. Tamura, Oak Ridge National Laboratory
T. Narasimhan, Lawrence Berkeley Laboratory
W. Kisielecki, Argonne National Laboratory
D. Curry, DOE/Grand Junction Area Office
L. Keller, DOE/Oak Ridge Operations Office
R. Osterstock, BFEC/Grand Junction
D. Phoenix, Weston

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UMTRA PROCESSING AND ALTERNATE DISPOSAL SITES

<u>Site</u>	<u>Owner</u>	<u>Effective Date</u>	<u>DOE Project Engineer</u>
1. Grand Junction	Sand Extraction	7/8/81	Themelis
2. Gunnison	Decker-Bishop	5/12/71	Themelis
3. Rifle (Old/New)	Union Carbide	5/22/71	Themelis
4. Maybell	Union Carbide	5/22/81	Themelis
5. Slick Rock (UC/NC)	Union Carbide	10/19/81	Themelis
6. Green River	Union Carbide	10/19/81	Matthews
7. Salt Lake City	CVWRF	6/10/81	Matthews
8. Belfield	Burlington Northern RR	1/20/82	Matthews
9. Bowman	Roger Stearns	1/6/82	Matthews
10. Ambrosia Lake	United Nuclear	10/7/81	Matthews
11. Lowman	Velsicol	2/17/82	Matthews
12. Converse County	Hornbuckle	12/14/81	Matthews
	Western Nuclear	4/22/81	Matthews
13. Riverton	Western Nuclear	1/25/82	Matthews
	Lome Drilling	3/31/82	Matthews
14. Shiprock	Navajo Tribe	9/30/81	Themelis
15. Mexican Hat	Navajo Tribe	9/30/81	Themelis
16. Monument Valley	Navajo Tribe	9/30/81	Themelis
17. Tuba City	Navajo Tribe	9/30/81	Themelis
	Hopi Tribe	7/22/81	Themelis
18. Falls City			
a. W $\frac{1}{2}$ of Parcel B	Niestroy/Fey	7/22/81	Matthews
b. E $\frac{1}{2}$ of Parcel B	Lyssy	7/29/81	Matthews
c. S $\frac{1}{2}$ of Pond 5/Pond 4	Lyssy	7/29/81	Matthews
d. Pond 6	Conoco	7/28/81	Matthews
e. Pond 3		Pending	Matthews
19. Lakeview	Stock Brothers	6/16/82	Matthews
20. Naturita	Foote Mineral	Pending	Themelis
21. Durango			
a. Processing Site*	Ranchers	4/5/82	Themelis
b. Bodo Canyon	State of CO/Dept of Natural Res.	Pending**	Themelis
c. Long Hollow (Tract B)	CO-Ute Electric Association, Inc.	5/15/81	Themelis
d. Long Hollow (Tract A)	Gary Farmer	Pending	Themelis
e. Pine Ridge	E.L.Hutchinson	5/26/81	Themelis

*Excludes right-of-entry to the mill tailings piles proper.

**In sign-off process by the State. ALO has letter giving access authority until agreement is executed.

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Use Agreement
No. DE-AC04-81AL18526
U.S. Department of Energy
UMTRA Project
Form 1 - Corporate

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 _____ (hereinafter referred to as the "Grantor"), a corporation organized and existing under the laws of the State of _____, with a mailing address of _____.

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors and subcontractors, desires to perform, pursuant to Public Laws 95-91 and 95-604, certain data-gathering, testing, exploration, and other work on uranium mill tailings contained on the property designated and described in the map attached hereto as Appendix A in connection with DOE's Uranium Mill Tailings Remedial Action (UMTRA) Project; and

WHEREAS, the Grantor owns and controls the property designated and described in Appendix 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 Appendix 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 survey, appraise, take soil and uranium mill tailings samples, conduct test borings, and perform radiological and toxic material measurements, and to conduct such other experiments and exploratory work on the Property as to which the parties may hereafter from time to time agree; 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, however, to the Grantor, its 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, or the cost of restoring, at the option of the Government, such real and personal property to a condition comparable to its

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Use Agreement No. DE-AC04-81AL18526

condition on the effective date of this Use Agreement by techniques of back-filling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.

3. The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Grantor. The Grantor shall notify the Contracting Officer if the Property is, or at any time during the term of this Agreement should become, leased, sold, or otherwise transferred to another party. The term "Contracting Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Contracting 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 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.

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 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 DOE-PR 9-9.201.
7. The work performed on the Property by DOE is not "remedial action" for purposes of Public Law 95-604.
8. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.

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Use Agreement No. DE-AC04-81AL18526

- 9. If the Property is subject to any leases or subleases, the Grantor shall obtain the consent of the lessors, lessees, and sublessees, 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.

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF ENERGY

By: _____
Royce Taylor, Chief
Materials Management Branch
Contracting Officer
Albuquerque Operations Office
P.O. Box 5400
Albuquerque, NM 87115

Date: _____

GRANTOR

(Name of Corporation)

By: _____

Title:

Date: _____

Attest:

Consented to:

Name

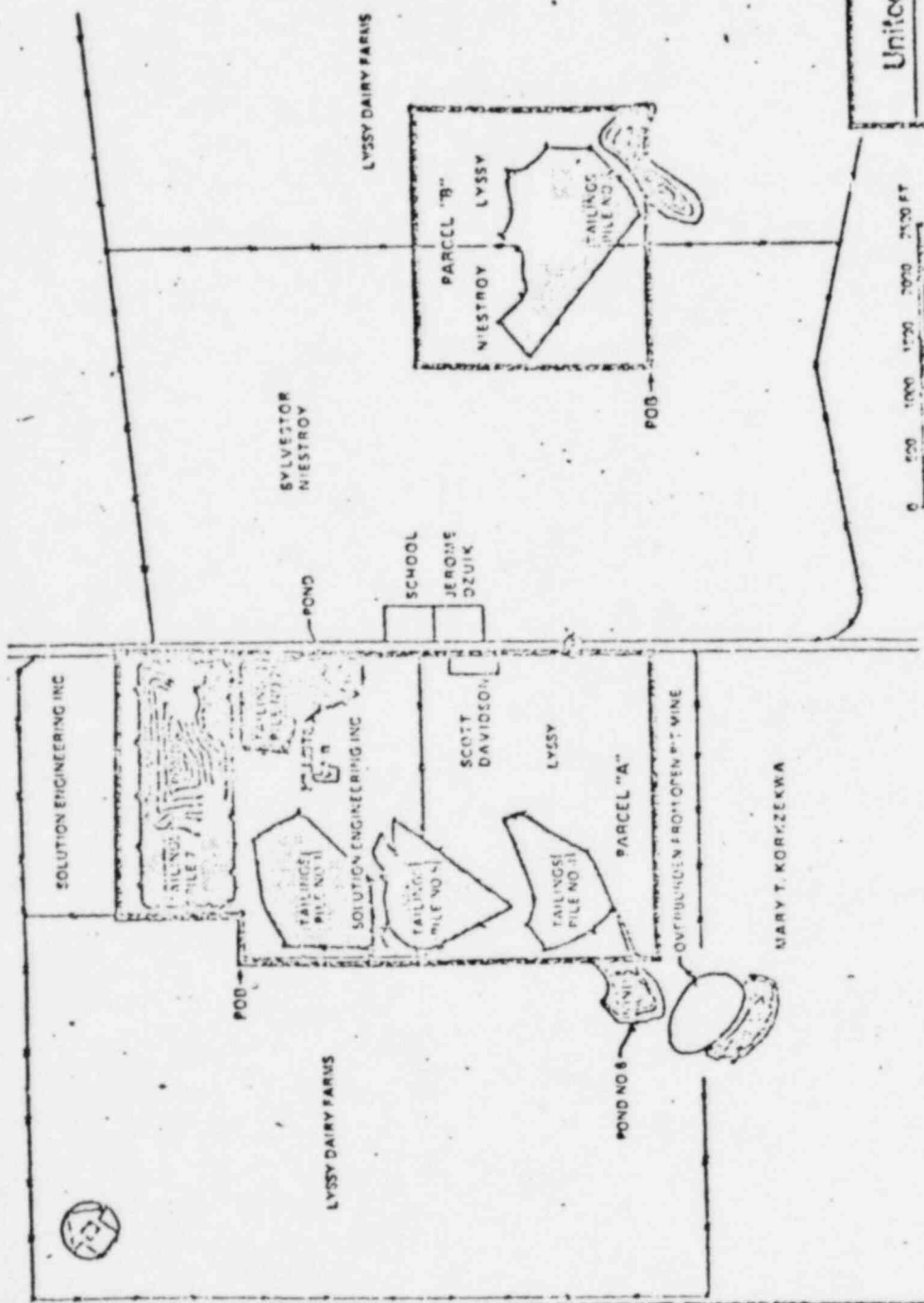
Interest

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PARCEL "A"
 BEGINNING AT A POINT WHICH IS IN LINE WITH
 BY OF A STAKE IN THE SW CORNER OF THE W/2 SEC 24 T1S
 TRACT FROM WHENCE A LINE BEARS S 15° 30' 00" W
 IN QUARTER SECTION 24, T1S, R15E, S 15° 30' 00" W
 AND THE SAID STAKE BEING 5 27.157' AWAY FROM
 FROM THE WEST CORNER OF THE W/2 SEC 24 T1S, R15E,
 THENCE N 80° 00' 00" E 111.661' TO POINT 137 BY
 THENCE S 60° 00' 00" E 111.661' TO POINT 138 BY
 BY TO THE N 1/4 OF THE QUARTER
 CONTAINS 270 ACRES, MORE OR LESS

PARCEL "B"
 BEGINNING AT A POINT WHICH IS IN LINE WITH
 FROM THE WEST CORNER OF PARCEL "A"
 SAID POINT BEING ON THE SW CORNER OF THE QUARTER
 ROAD LEADING TO DALLASVILLE TEXAS, THENCE
 200.00' E 111.661' N 80° 00' 00" E 111.661' TO
 5 27.157' 200.00' E 111.661' N 80° 00' 00" E
 POINT OF BEGINNING OUTSIDE THE S.W. 1/4 SEC 24
 T1S, R15E, S 15° 30' 00" W
 VIEW IN FALL COUNTY TEXAS
 CONTAINS 101 ACRES, MORE OR LESS



Prepared for
United States Department of Energy
 SITE DESCRIPTION & CONCEPTS
 Relative to the Site
 FALLS CITY, TEXAS
 8/13/79

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NOTIFICATION OF VISIT
TO
UMTRA ACCESS AGREEMENT SITE

1. Site to be Visited:
2. Name(s) of Visitors and Affiliation:
3. Date(s) of Visit(s)¹:
4. Purpose of Visit:

¹Visits associated with long-term activities such as EA/EIS work or technology development should be outlined on a separate milestone type schedule which should be updated as schedules change.