

BEN84RAD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: UMTRA

NAME OF AGENCY OR CONTRACTOR: BENDIX FIELD ENGINEERING CORPORATION

STREET ADDRESS/PARCEL NAME/ SUBDIVISION/ PROJECT: RADON STUDY - WATER & AIR QUALITY - ACCESS PERMIT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1984

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

BENDIX FIELD ENGINEERING CORPORATION

ACCESS and EVALUATION PERMIT

This agreement is entered into this 14th day of November 1984
by the Bendix Field Engineering Corporation, party of the first part, hereinafter design-
ated as BFEC, Contractor for the Department of Energy and _____
The City of Grand Junction

party of the second part. The parties hereto mutually agree as follows:

1. The party of the second part hereby declares that he possesses a legal interest in the following described tracts of land located in the county of Mesa, State of Colorado to wit.
T 1S, R 1W
Sec. 27: Quarter Sec 1, that portion lying east of the Denver & Rio Grande RR right-of-way and the county road.
Sec. 26: Quarter Sec 2 & 3, that portion lying east of the Denver & Rio Grande RR right-of-way, & west of 26 1/4 Rd. Exc. the pistol range.
Containing _____ acres, more or less, and hereby grants to BFEC and DOE, its authorized contractors, subcontractors, representatives, and employees the right and privilege to Locate, maintain, and operate air quality radon monitors
and routinely obtain data from the monitors.
and perform operations as are deemed appropriate by BFEC.
2. The party of the second part further declares that his legal interest in the property described above is as follows:
 3. All tools or equipment placed on or in the property by BFEC, its subcontractors, or representatives, or by the DOE, shall remain the property of the parties so placing it and may be removed at any time.
 4. BFEC and DOE shall have the right to publish or otherwise release the results of the operations provided for herein, and no information derived by BFEC from the evaluation activities shall be released prior to publication or open filing - other than to the party of the second part. Upon such publication, and at the express written request of the party of the second part, a copy of the published or open file information shall be furnished to the party of the second party by BFEC. All samples, analyses, and other material derived from the activities shall remain the property of the DOE.

5. BFEC or its subcontractors shall restore the surface to substantially the same condition as it was prior to such operations. In all of these activities, BFEC shall comply with all Federal, State and local laws and regulations.
6. This permit shall remain in full force and effect for a period of 13 months from the date hereof, with a yearly renewal option for monitoring.
7. The obligations of this permit shall extend to and be binding upon, and the benefits thereof shall inure to, the heirs, executors, administrators, successors, or assigns of the parties hereto.
8. In the event this permit is executed by a lessee, or other person not the owner of the property, it will not be binding or effective until the written ratification or consent of the owner has been secured.
9. No change, modification or alteration of this permit shall be valid unless specified in writing, signed by the parties hereto. The course of dealings between the parties shall not be construed to alter the terms of this permit.
10. BFEC agrees to indemnify and hold harmless the party of the second part from and against any and all claims, damages and causes of action that may arise by reason of any negligence on the part of BFEC, its agents or employees which may arise out of its performance of its operations on the property of the party of the second part.
11. BFEC will advise the party of the second part of the initiation and the completion of activities.

The party of the second part agrees to indemnify and hold harmless BFEC from and against any and all claims, damages and causes of actions that may arise by reason of any negligence on the part of the party of the second part, its agents or employees which may arise out of its performance of its operations on said property.

BENDIX FIELD ENGINEERING CORPORATION
 GRAND JUNCTION, COLORADO 81502

<i>Neil Korte / Daniel G. Eichen</i> Name	Owner or Lessee (vendee/optioneer)
<i>Dist. Mgr</i> Title	Address
<i>10/23/84</i> Date	Date

Bendix

**Field Engineering
Corporation**

November 13, 1984

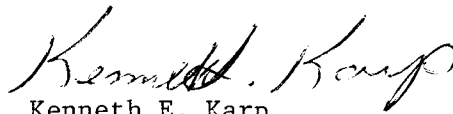
Gerald Ashby
City Attorney
Grand Junction, Colorado

Dear Mr. Ashby:

I am conducting an air quality radon study in the vicinity of the Grand Junction DOE facility. I need permission to locate two air quality monitoring stations on city property, near the west edge of the municipal cemeteries. Each monitor is the size of a drinking glass and is mounted on a steel fence stake that is driven into the ground. In reference to our recent telephone conversation on November 13, 1984, I have enclosed a Bendix access and evaluation permit. The permit describes the proposed monitoring location in detail. I have also enclosed a permit for your records.

If you have any questions, please call me. My number is 242-8621, extension 421. Your help in this matter is greatly appreciated.

Sincerely,


Kenneth E. Karp
Geologist III

KEK/th

Enc

BENDIX FIELD ENGINEERING CORPORATION

ACCESS and EVALUATION PERMIT

This agreement is entered into this Eighteenth day of May 19 84
by the Bendix Field Engineering Corporation, party of the first part, hereinafter design-
ated as BFEC, Contractor for the Department of Energy and _____
The City of Grand Junction

party of the second part. The parties hereto mutually agree as follows:

1. The party of the second part hereby declares that he possesses a legal interest in the following described tracts of land located in the county of Mesa, State of Colorado to wit.

T 1S, R 1W, UPM

Sec. 27: Lot 1, That portion lying east of the Denver & Rio Grande RR right of way and the county road.

Sec. 26: SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$, That portion lying between the bluff and the D&RGRR right of way excluding potters field and the pistol range. *Rec'd*

Containing 80 acres, more or less, and hereby grants to BFEC and DOE, its authorized contractors, subcontractors, representatives, and employees the right and privilege to drill, develop and monitor water monitoring wells and routinely

obtain data from the well.

and perform operations as are deemed appropriate by BFEC.

2. The party of the second part further declares that his legal interest in the property described above is as follows: Ownership by deed.
3. All tools or equipment placed on or in the property by BFEC, its subcontractors, or representatives, or by the DOE, shall remain the property of the parties so placing it and may be removed at any time.
4. BFEC and DOE shall have the right to publish or otherwise release the results of the operations provided for herein, and no information derived by BFEC from the evaluation activities shall be released prior to publication or open filing - other than to the party of the second part. Upon such publication, and at the express written request of the party of the second part, a copy of the published or open file information shall be furnished to the party of the second party by BFEC. All samples, analyses, and other material derived from the activities shall remain the property of the DOE.

5. BFEC or its subcontractors shall restore the surface to substantially the same condition as it was prior to such operations. In all of these activities, BFEC shall comply with all Federal, State and local laws and regulations.
6. This permit shall remain in full force and effect for a period of 60 months from the date hereof, with a yearly renewal option for monitoring.
7. The obligations of this permit shall extend to and be binding upon, and the benefits thereof shall inure to, the heirs, executors, administrators, successors, or assigns of the parties hereto.
8. In the event this permit is executed by a lessee, or other person not the owner of the property, it will not be binding or effective until the written ratification or consent of the owner has been secured.
9. No change, modification or alteration of this permit shall be valid unless specified in writing, signed by the parties hereto. The course of dealings between the parties shall not be construed to alter the terms of this permit.
10. BFEC agrees to indemnify and hold harmless the party of the second part from and against any and all claims, damages and causes of action that may arise by reason of any negligence on the part of BFEC, its agents or employees which may arise out of its performance of its operations on the property of the party of the second part.
11. BFEC will advise the party of the second part of the initiation and the completion of activities.

The party of the second part agrees to indemnify and hold harmless BFEC from and against any and all claims, damages and causes of actions that may arise by reason of any negligence on the part of the party of the second part, its agents or employees which may arise out of its performance of its operations on said property.

BENDIX FIELD ENGINEERING CORPORATION
 GRAND JUNCTION, COLORADO 81502

Robert W. Gungor

Name

Contract Manager

Title

5-18-89

Date

Frank J. Kelly City Attorney

Owner or Lessee (vendee/optionee)

Address

5121/84

Date