

132265
M-410

Formerly Utilized Sites Remedial Action Program (FUSRAP)

ADMINISTRATIVE RECORD

for Maywood, New Jersey



U.S. Department of Energy

6. Grantee Responsibility - The Grantee, its agents, employees, or representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor.

7. Access - During the term of this License, the Grantee, its agents, employees, or representatives shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Oldrich P. Balvin
79 Avenue B
Lodi, New Jersey 07644

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition No. 3 is deleted in its entirety; Condition No. 15 is added.

15. Termination of Prior Instrument - Right-of-Entry REORDOER-9-95-0406 dated October 12, 1994 between the Grantor and Grantee which provided for survey and exploration on the same premises is terminated as of the effective date of this License.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Oldrich P. Balvin

GRANTEE: U.S. Department of Energy

By: Oldrich P. Balvin
Oldrich P. Balvin

By: Katy Kates
DOE Real Estate Office

Title: Old

Title: Realty Officer

Date: 7/8/95

Date: 7-14-95

6. Grantee Responsibility - The Grantee, its agents, employees, or representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor.

7. Access - During the term of this License, the Grantee, its agents, employees, or representatives shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Raymond B. & Angelica L. Coss
90 Avenue C
Lodi, New Jersey 07644

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition No. 3 is deleted in its entirety; Condition No. 15 is added.

15. Termination of Prior Instrument - Right-of-Entry REORDOER-9-95-0419 dated November 8, 1994 between the Grantor and Grantee which provided for survey and exploration on the same premises is terminated as of the effective date of this License.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Raymond B. Coss
Angelica L. Coss

GRANTEE: U.S. Department of Energy

By:

Raymond B. Coss
Raymond B. Coss

By:

Kathy Kates
DOE Real Estate Office

By:

Angelica L. Coss
Angelica L. Coss

Title:

Realty Officer

Date:

7-13-95

Date:

7-19-95

DEPARTMENT OF ENERGY

LICENSE

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: REMEDIAL ACTION

THIS LICENSE, between Sokol Shala and Xhevrije Shala, known as the "Grantor" and the U.S. Department of Energy, known as the "Grantee", is subject to the following terms and conditions.

1. Rights Granted - The Grantor grants to the Grantee, its agents, employees, or representatives permission to use the premises or facilities, together with ingress and egress, for the purpose of performing remedial action to remove contaminated material

at the location shown depicted on Exhibit(s) "A" attached to this instrument and more specifically identified in whole or in part as Parcel No.(s) 35 & 36, Block 217 filed in Deed Book 7530, Page 221 in the records of Bergen County, New Jersey.

2. Term/Termination Rights - This License is effective upon the date of execution by the Grantee of this instrument and shall continue in effect for a period of/thru five (5) years unless terminated by either of the parties on not less than thirty (30) days prior written notice given to the other; provided, however, that the Grantor may not terminate this License without the Grantee's approval.

3. Consideration - Upon execution of this License by the Grantee, the Grantee shall initiate action to pay to the Grantor the sum of \$ (DELETE) as full and complete payment for the rights granted within this License.

4. Authority to License - The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this License and grant the rights set out in this License.

5. Grantor Responsibility - The Grantor responsibility is set out within the terms and conditions of the rights granted under this License. The Grantor makes no representation as to the suitability or fitness of the premises for the intended purpose.

6. Grantee Responsibility - The Grantee, its agents, employees, or representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor.

7. Access - During the term of this License, the Grantee, its agents, employees, or representatives shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Sokol & Xhevrije Shala
108 Avenue E
Lodi, New Jersey 07644

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition No. 3 is deleted in its entirety; Condition No. 15 is added.

15. Termination of Prior Instrument - Right-of-Entry REORDOER-9-95-0422 dated November 19, 1994 between the Grantor and Grantee which provided for survey and exploration on the same premises is terminated as of the effective date of this License.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Sokol Shala
Xhevrije Shala

GRANTEE: U.S. Department of Energy

By: Sokol Shala
Sokol Shala

By: Katy Kates
DOE Real Estate Office

By: Xhevrije Shala
Xhevrije Shala

Title: Realty Officer

Date: July 10, 1995

Date: 7-20-95

6. Grantee Responsibility - The Grantee, its agents, employees, or representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor.

7. Access - During the term of this License, the Grantee, its agents, employees, or representatives shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Constance M. Pucci
112 Avenue E
Lodi, New Jersey 07644

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition No. 3 is deleted in its entirety; Condition No. 15 is added.

15. Termination of Prior Instrument - Right-of-Entry REORDOER-9-95-0417 dated November 4, 1994 between the Grantor and Grantee which provided for survey and exploration on the same premises is terminated as of the effective date of this License.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Constance M. Pucci

GRANTEE: U.S. Department of Energy

By: *Constance M. Pucci*
Constance M. Pucci

By: *Kate Kotas*
DOE Real Estate Office

Title: *Owner*

Title: Realty Officer

Date: 7/14/95

Date: 7-18-95

DEPARTMENT OF ENERGY

LICENSE

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: REMEDIAL ACTION

THIS LICENSE, between Ronald R. Feder
_____, known as the "Grantor" and the U.S.
Department of Energy, known as the "Grantee", is subject to the following
terms and conditions.

1. Rights Granted - The Grantor grants to the Grantee, its agents, employees,
or representatives permission to use the premises or facilities, together with
ingress and egress, for the purpose of performing remedial action to remove
contaminated material

at the location shown depicted on Exhibit(s) "A" attached to
this instrument and more specifically identified in whole or in part as Parcel
No.(s) 29,30,31 & 32, Block 220 filed in Deed Books 7607, Page 653 and
7597, Page 373 in the records of Bergen County, New Jersey.

2. Term/Termination Rights - This License is effective upon the date of
execution by the Grantee of this instrument and shall continue in effect for a
period of/thru five (5) years unless terminated by either of the
parties on not less than thirty (30) days prior written notice given to the
other; provided, however, that the Grantor may not terminate this License
without the Grantee's approval.

3. Consideration - Upon execution of this License by the Grantee, the Grantee
shall initiate action to ~~pay~~ **DELETE** to the Grantor the sum of \$ _____
as full and complete payment for the
rights granted within this License.

4. Authority to License - The Grantor represents and warrants that it is the
owner of the property and has full right, power, and authority to enter into
this License and grant the rights set out in this License.

5. Grantor Responsibility - The Grantor responsibility is set out within the
terms and conditions of the rights granted under this License. The Grantor
makes no representation as to the suitability or fitness of the premises for
the intended purpose.

6. Grantee Responsibility - The Grantee, its agents, employees, or representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor.

7. Access - During the term of this License, the Grantee, its agents, employees, or representatives shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Ronald R. Feder
113 Avenue E
Lodi, New Jersey 07644

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition No. 3 is deleted in its entirety; Condition Nos. 15 and 16 are added.

15. Termination of Prior Instrument - Right-of-Entry REORDOER-9-95-0411 dated October 14, 1994 between the Grantor and Grantee which provided for survey and exploration on the same premises is terminated as of the effective date of this License.

16. Fencing and Vegetation - Shrubbery, trees and decorative vegetation will not be disturbed. Any fences requiring removal will be replaced in accordance with Condition No. 9.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Ronald R. Feder

GRANTEE: U.S. Department of Energy

By: *Ronald R. Feder*
Ronald R. Feder

By: *Daty Gates*
DOE Real Estate Office

Title: _____

Title: Realty Officer

Date: *July 8, 1995*

Date: 7-14-95

6. Grantee Responsibility - The Grantee, its agents, employees, or representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor.

7. Access - During the term of this License, the Grantee, its agents, employees, or representatives shall have the right of access to and egress from the premises as needed and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Chester Lyszczek, Regional
Maintenance Supervisor
New Jersey Dept. of Transport.
Region II (201-648-2278)
Newark, New Jersey

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition No. 3 is deleted in its entirety; Condition Nos. 15 and 16 are added.

15. Termination of Prior Instrument - Right-of-Entry REORDOER-9-95-0443 dated June 9, 1995 between the Grantor and Grantee which provided for survey and exploration on the same premises is terminated as of the effective date of this License.

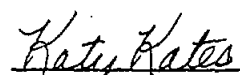
16. Traffic Control Plan/Care to Avoid Damage - Grantee will provide a traffic control plan and a 24-hour notice to the Regional Maintenance office in advance of each occasion requiring implementation of such a plan when working adjacent to State Route 80. Grantee shall make reasonable efforts to avoid any damage to Grantor's property or to the structural integrity of State Route 80; however, in the case of any such damage, Grantee shall notify the Grantor as soon as practically possible.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: New Jersey Department
of Transportation

GRANTEE: U.S. Department of Energy

By: 

By: 
DOE Real Estate Office

Title: Manager - Technical Support

Title: Realty Officer

Date: 8/24/95

Date: 8-28-95