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M-411

Formerly Utilized Sites Remedial Action Program (FUSRAP)

ADMINISTRATIVE RECORD

for Maywood, New Jersey



U.S. Department of Energy

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between Abdelmoty A. Elazab and Naima Elazab, known as the "Grantor", and the United States of America (Department of Energy), known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees, or representatives a right to enter upon the lands or property described in Condition 8 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee or for the purpose of providing access to adjacent property over which an investigation is being performed.
2. This permission is effective upon the the date of execution by the Grantee of this instrument and shall be for a term of thirty-six (36) months, unless an earlier termination is mutually agreed to by both parties in writing.
3. The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this Right-of-Entry and grant the rights set out in this agreement.
4. This permission includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
5. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this Right-of-Entry.
6. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantee, by making an appropriate settlement with the Grantor in lieu thereof.
7. If aircraft flights over the lands, or entry upon the land by means of helicopter or other type aircraft are necessary, the Grantee shall inform the Grantor in advance of each such flight or entry.

10. Right-of-Entry REORDOER-9-89-0406 formerly identified as Access Agreement dated 5-8-89 between Abdelmoty A. Elazab and Naima Elazab and the Department of Energy, which provided for radiological surveys and engineering assessments is terminated effective 11-19-94 upon execution by the Grantee of this current right-of-entry.

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE ^{SITE} NJ
PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between Steven L. Maffei and Ellen M. Maffei, known as the "Grantor", and the United States of America (Department of Energy), known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees, or representatives a right to enter upon the lands or property described in Condition 8 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee or for the purpose of providing access to adjacent property over which an investigation is being performed.
2. This permission is effective upon the the date of execution by the Grantee of this instrument and shall be for a term of thirty-six (36) months, unless an earlier termination is mutually agreed to by both parties in writing.
3. The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this Right-of-Entry and grant the rights set out in this agreement.
4. This permission includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
5. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this Right-of-Entry.
6. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantee, by making an appropriate settlement with the Grantor in lieu thereof.
7. If aircraft flights over the lands, or entry upon the land by means of helicopter or other type aircraft are necessary, the Grantee shall inform the Grantor in advance of each such flight or entry.

8. The land affected by this Right-of-Entry is located in the State of New Jersey, County of Bergen, and is shown depicted on Exhibit "A" attached to this Right-of-Entry. It is further described as follows:

Lot: 11/11A Deed Book: 7179

Block: 174H Page: 522

9. All notices regarding the specific terms and conditions of this Right-of-Entry shall be in writing 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:

Richard P. Nicholson
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Steven L. Maffei and
Ellen M. Maffei
18 Long Valley Road
Lodi, New Jersey 07644

That prior to execution of this Right-of-Entry 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 Right-of-Entry) in the following manner:

Condition No. 7 is deleted in its entirety.

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

GRANTOR: Steven L. Maffei
Ellen M. Maffei

By: *Ellen M. Maffei*

Title: _____

Date: SEPT. 19, 1994

GRANTEE: Department of Energy

By: *for Katy Kates*
Richard P. Nicholson

Title: Realty Officer

Date: 9-29-94

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between Mark A. Hirsch and Jean Hirsch, known as the "Grantor", and the United States of America (Department of Energy), known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees, or representatives a right to enter upon the lands or property described in Condition 8 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee or for the purpose of providing access to adjacent property over which an investigation is being performed.
2. This permission is effective upon the the date of execution by the Grantee of this instrument and shall be for a term of thirty-six (36) months, unless an earlier termination is mutually agreed to by both parties in writing.
3. The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this Right-of-Entry and grant the rights set out in this agreement.
4. This permission includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
5. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this Right-of-Entry.
6. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantee, by making an appropriate settlement with the Grantor in lieu thereof.
7. If aircraft flights over the lands, or entry upon the land by means of helicopter or other ~~type aircraft are necessary~~ the Grantee shall inform the Grantor in advance of each such flight or entry.

10. Right-of-Entry REORDOER-9-89-0407 formerly identified as Access Agreement dated 5-8-89 between Mark A. Hirsch and Jean Hirsch and the Department of Energy, which provided for radiological surveys and engineering assessments is terminated effective 9-29-94 upon execution by the Grantee of this current right-of-entry.

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between John Sartore Bodo, Diane Sartore Bodo, James Carey, Gloria Carey, known as the "Grantor", and the United States of America (Department of Energy), known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees, or representatives a right to enter upon the lands or property described in Condition 8 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee or for the purpose of providing access to adjacent property over which an investigation is being performed.

2. This permission is effective upon the the date of execution by the Grantee of this instrument and shall be for a term of thirty-six (36) months, unless an earlier termination is mutually agreed to by both parties in writing.

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

4. This permission includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.

5. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this Right-of-Entry.

6. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantee, by making an appropriate settlement with the Grantor in lieu thereof.

7. If aircraft flights over the lands, or entry upon the land by means of helicopter or other aircraft are necessary, the Grantee shall inform the Grantor in advance of each such flight or entry.

8. The land affected by this Right-of-Entry is located in the State of New Jersey, County of Bergen, and is shown depicted on Exhibit "A" attached to this Right-of-Entry. It is further described as follows:

Lot:	13/13A	Deed Book:	6822
Block:	174 H	Page:	495

9. All notices regarding the specific terms and conditions of this Right-of-Entry shall be in writing 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:

~~John~~Sartore Bodo and Diane
Sartore Bodo
James Carey and Gloria Carey
22 Long Valley Road
Lodi, New Jersey 07644

That prior to execution of this Right-of-Entry certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) 4 and being made a part of this Right-of-Entry) in the following manner:

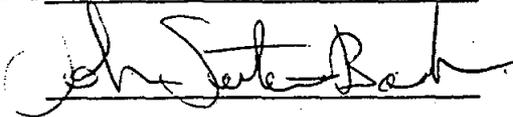
Condition No. 7 is deleted in its entirety; Condition No. 10 is added.

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

GRANTOR: John Sartore Bodo

GRANTEE: Department of Energy

By:



By:

Katy Kates
DOE Real Estate Office

Title:

Title:

Realty Officer

Date:

1-30-95

Date:

2-11-95

GRANTOR: Diane Sartore Bodo

BY: *Diane Sartore Bodo*

Title: _____

Date: 1-30-95

GRANTOR: James Carey

BY: *James Carey*

Title: _____

Date: 1-30-95

GRANTOR: Gloria Carey

BY: *Gloria Carey*

Title: _____

Date: 1-30-95

10. Right-of-Entry REORDOER-9-89-0408 formerly identified as Access Agreement dated 5-8-89 between John Sartore Bodo, Diane Sartore Bodo, James Carey and Gloria Carey and the Department of Energy, which provided for radiological surveys and engineering assessments is terminated effective 2-11-95 upon execution by the Grantee of this current right-of-entry.

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between Dennis K. Reilly and Maureen T. Reilly, known as the "Grantor", and the United States of America (Department of Energy), known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees, or representatives a right to enter upon the lands or property described in Condition 8 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee or for the purpose of providing access to adjacent property over which an investigation is being performed.
2. This permission is effective upon the the date of execution by the Grantee of this instrument and shall be for a term of thirty-six (36) months, unless an earlier termination is mutually agreed to by both parties in writing.
3. The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this Right-of-Entry and grant the rights set out in this agreement.
4. This permission includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
5. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this Right-of-Entry.
6. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantee, by making an appropriate settlement with the Grantor in lieu thereof.
7. If aircraft flights over the lands, or entry upon the land by means of helicopter or other type aircraft are necessary, the Grantee shall inform the Grantor in advance of each such flight or entry.

8. The land affected by this Right-of-Entry is located in the State of New Jersey, County of Bergen, and is shown depicted on Exhibit "A" attached to this Right-of-Entry. It is further described as follows:

Lot: 14/14A Deed Book: 6848
Block: 174H Page: 228

9. All notices regarding the specific terms and conditions of this Right-of-Entry shall be in writing 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:

Richard P. Nicholson
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Dennis K. Reilly and
Maureen T. Reilly
24 Long Valley Rd.
Lodi, New Jersey 07644

That prior to execution of this Right-of-Entry 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 Right-of-Entry) in the following manner:

Condition No. 7 is deleted in its entirety.

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

Dennis K. Reilly
GRANTOR: Maureen T. Reilly

GRANTEE: Department of Energy

By:

Dennis K. Reilly
Maureen T. Reilly

By:

Katy Kates
Richard P. Nicholson

Title:

Owners

Title:

Realty Officer

Date:

12/6/94

Date:

1-10-95

REAL ESTATE RIGHT-OF-ENTRY
NO. REORDOER-9-94-0473

DEPARTMENT OF ENERGY

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ
PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between Frank T. Bieniek, Jr. and Carol Bilsky-Bieniek, known as the "Grantor", and the United States of America (Department of Energy), known as the "Grantee", and is subject to the following terms and conditions:

1. The Grantor grants to the Grantee, its agents, employees, or representatives a right to enter upon the lands or property described in Condition 8 below for the purpose of conducting a survey, study or such other exploratory work as may be necessary to complete the investigation being made of said lands or property by the Grantee or for the purpose of providing access to adjacent property over which an investigation is being performed.
2. This permission is effective upon the the date of execution by the Grantee of this instrument and shall be for a term of thirty-six (36) months, unless an earlier termination is mutually agreed to by both parties in writing.
3. The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this Right-of-Entry and grant the rights set out in this agreement.
4. This permission includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
5. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this Right-of-Entry.
6. The Grantee agrees to be responsible for damages arising from the activity of the Grantee, its agents, employees, or representatives on the land, in the exercise of rights under this Right-of-Entry, either by repairing such damage or, at the option of the Grantee, by making an appropriate settlement with the Grantor in lieu thereof.
7. If aircraft flights ~~over the lands~~ or entry upon the land by means of helicopter or other type aircraft are necessary, the Grantee shall inform the Grantor in advance of each such flight or entry.

