Formerly Utilized Sites Remedial Action Program (FUSRAP)

ADMINISTRATIVE RECORD

for Maywood, New Jersey



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 ever the lands for entry upon the land by means of helicopter or other type africaft ane 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 <u>Bergen</u> , and is shown depicted on Exhibit "A" attached to this Right-of-Entry. It is further described as follows:

Lot:

10/10A

Deed Book:

6380

Block:

174H

Page:

297

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:

If to the Grantor:

Richard P. Nicholson Realty Officer Department of Energy P.O. Box 2001 Oak Ridge, Tennessee 37831 Abdelmoty A. Elazab and Naima Elazab 16 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 and being made a part of this Right-ofas designated as Page(s) ____3 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	Abdelmoty A. Elazab : Naima Elazab	GRANTEE:	Department of Energy
By:	Abdelmoty A. Elazab navina Chazub	By: 4	Katy Kates Richard P. Nicholson
Title:	Chemical Engineer	Title:	Realty Officer
Date:	9-30-94	Date:	11-19-94

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 $\mu = \mu - 19 - 9 \, \psi$ upon execution by the Grantee of this current right-of-entry.

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE ISTE 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 $\frac{1}{2}$ thirty-six $\frac{1}{2}$ 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 arrogaft 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:

If to the Grantor:

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

Steven L. Maffei GRANTOR: Ellen M. Maffei	GRANTEE: Department of Energy
By: <u>Econm</u> Maffei	By: Katy Katas Ar Richard P. Nicholson
Title:	Title: Realty Officer
Date: SEPT- 19, 1994	Date: 9-29-94

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:

- I. 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 lover the lands, for 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 t	his	Righ	ıt-of	-En	try	is	located	l in	the S	tate	e of
New	Jers	ey	, Cou	nty of Right-of-	Berg	en		and	is	show	n c	depicted	ion	Exhib	it '	"A"
atta	ched	to	this	Right-of-	Entry	/. I	tis	; fur	the	r de	SCI	ribed as	fo	llows:		

Lot:

12/12A .

Deed Book:

6877

Block: 174H

Page:

366

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:

If to the Grantor:

Richard P. Nicholson Realty Officer Department of Energy P.O. Box 2001 Mark A. Hirsch and Jean Hirsch 20 Long Valley Road Lodi, New Jersey 07644

Oak Ridge, Tennessee 37831

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) 3 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:

Mark A. Hirsch GRANTOR: <u>Jean Hirsch</u>

GRANTEE: Department of Energy

By:

Mark A Huich

By: 1 Katu Kales

Richard P. Nicholson

Title:

Title:

Realty Officer

0-+--

ept 19, 1994

Date:

9-19-94

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 9-89-94 upon execution by the Grantee of this current right-of-entry.

RIGHT-OF-ENTRY

PROJECT: MAYWOOD INTERIM STORAGE SITE, NJ

PURPOSE: SURVEY, EXPLORATION, INVESTIGATION, ACCESS

This Right-of-Entry agreement is entered into between <u>John Sartore Bodo</u>, <u>Diane Sar</u>tore <u>Bodo</u>, <u>James Carey</u>, <u>Gloria Carey</u>, <u>known as the "Grantor"</u>, <u>and the United States of America</u> (Department of Energy), <u>known as the "Grantee"</u>, 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 $\frac{\text{thirty-six}}{\text{thirty-six}}$ (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 ever the lands or entry upon the land by means of helicopter or other the aircraft are next sury the Grantee shall inform the Grantor in advance of each such flight or entry.

DOE-RE FORM 02-GN (10-31-94)

8. Th New Jersey attached to	e land affected by thi, County of	s Right-of-Entr , and is sh It is further	y is located in own depicted on described as fo	the State of Exhibit "A" Nows:
Lot:	13/13A	Deed Boo	ok: 6822	
Block:	174 H	Page:	495	
Right-of-Er	l notices regarding thatry shall be in writing espective addresses, can be designated in	ng and addressed or to such other	to the parties persons or at	at the such other
If	to the Grantee:	If	to the Grantor	•
Re De P.	aty Kates ealty Officer epartment of Energy O. Box 2001 ak Ridge, Tennessee 37	Sa Ja 22	ohn—Sartoré Bodo artore Bodo ames Carey and G 2 Long Valley Ro odi, New Jersey	loria Carey ad
deleted, reas designat	orior to execution of the evised, and/or added (viced as Page(s)4_the following manner:	vith the additio	ns being as set	out below or
Condit	cion No. 7 is deleted	in its entirety;	Condition No.	10 is added.
The above to by the sign	terms and conditions and tures affixed below:	re acknowledged	and agreed upon	as indicated
GRANTOR:	John Sartore Bodo	GRANTEE:	Department of E	nergy
Ву:	h Jule Da	By:	Naty Kates DOE Real Estate	Office
Title:		Title:	Realty Officer	
Date:	1-30-95	Date:	2-11-95	

DOE-RE FORM 02-GN (10-31-94)

GRANTOR:_	Diane Sartore Bodo
BY: _	Dia Lite salo
Title: _	
Date: _	1-30-95
GRANTOR:	James Carey
BY:	James Cary
Title:	
Date: _	1-30-95
GRANTOR:	Gloria Carey
BY:	Moria Carry
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.

RIGHT-OF-ENTRY

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

This Right-of-Entry agreement is entered into between <u>Dennis K. Reilly and Maureen T. Reilly</u>, 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:

If-to the Grantor:

Richard P. Nicholson Realty Officer Department of Energy P.O. Box 2001 Oak Ridge, Tennessee 37831 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) $\frac{N/A}{}$ 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	Dennis K. Reilly: Maureen T. Reilly	GRANTEE:	Department of Energy
By:	MDemis Kleun	By:	Katu Kateo
			Richard P. Nicholson
Title:	Owners	Title:	Realty Officer
Date:	12/6/94	Date:	1-10-95

REAL ESTATE RIGHT-OF-ENTRY NO. REORDOER-9-94-04-3

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 $\frac{1}{1}$ thirty-six $\frac{1}{1}$ 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.

			affecte												
New Jer	rsey_	_, Cou	nty of Right-oī	Berg	en	,	and	is	showi	n d	lepicted	on	Exhi	bit	"A"
attache	ed to	this	Right-of	f-Entr	y.]	(t is	fur	the	r des	scr	ibed as	fo	llows	:	

Lot:

15

Deed Book:

7604

Block: 174H

Page:

637

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:

If to the Grantor:

Richard P. Nicholson Realty Officer Department of Energy P.O. Box 2001 Oak Ridge, Tennessee 37831 Frank T. Bieniek, Jr. and Carol Bilsky-Bieniek 26 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:	Frank T. Bieniek, Jr. <u>Carol Bilsky-Bieniek</u>	GRANTEE:	Department of Energy
By: ~	90 - M	Dv.	VI VI
·	and Biloky Burn	< * *	Richard P. Nicholson
Title:		Title:	Realty Officer
Date:	9/19/94	Date:	9-29-94