BBWI FORM
PROC-1811b
05/01

PERMIT AGREEMENT NO. 2484
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3521
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

rec'd 12/3/01

To: Duane Tomchak
P.O. Box 273
Wamsutter, WY 82336

Effective Date: July 1, 2001

Phone: (307-328-0669
Fax No.: (208)
Email:

1. **STATEMENT OF WORK**

1.1. Duane Tomchak (Supplier), shall furnish the following in accordance with the requirements, terms and conditions specified or referenced in this Agreement:

1.1.1. Exclusive use by Bechtel BWXT Idaho, LLC (Customer), (or Customer's successor in the operation of the Idaho National Engineering & Environmental Laboratory), of land and any improvements existing thereon, such land owned by Supplier near Roberts, Idaho. Such location shall be used for the purpose of operating a communications or monitoring site. Customer shall have complete freedom of ingress and egress to and from the site.

1.1.2. Customer equipment is owned by the U.S. Government. Title to property of the U.S. Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

1.1.3. Improvements, structures, or equipment placed by Customer on the designated site may, at Customer's discretion, be removed or abandoned in place upon cancellation or expiration of the this Agreement.

Procurement Agent: Dennis G. Miller	Telephone: (208) 526-1737	Fax: (208) 526-7744
Ship via: N/A	F.O.B./Trans.: N/A	

Billing Address:
Accounts Payable
BBWI
P. O. Box 1625
Idaho Falls, ID 83415-3117
P.O. #1288
Dennis G. Miller

Signed: Dennis G. Miller
Bechtel BWXT Idaho, LLC — Date

Title: D. G. MILLER, Subcontract Administrator

Signed: X Duane A Tomchak — 27 NOV 01
(Supplier's Official) — Date

Title:

Return one signed copy of this Agreement to BBWI.

2. **PERMIT**

2.1. This Agreement is not intended to create any interest in real property in favor of the Customer, but merely creates a permit to use the site in accordance with the terms of this Agreement.

3. **TERM**

3.1. The term of this Agreement shall be ten (10) years, from July 1, 2001, through June 30, 2011, subject to other provisions of the Agreement.

4. **PRICE**

4.1. The Customer rate for the usage permit shall be $10.00 per month, payable quarterly (every three months) in arrears during the initial term, without the requirement of invoice or voucher.

5. **RENEWAL OPTION TERM AND PRICE**

5.1. Customer shall have the option to renew this Agreement for two additional periods of ten (10) years each at the same rate applied to the initial term.

6. **CANCELLATION**

6.1. The Customer shall have the right to cancel this Agreement, or any renewal term, upon 120 day advance written notice to the Supplier.

7. **TITLE**

7.1. The Supplier warrants it has title to the property covered by this Agreement, or sufficient interest and rights in the property to guarantee the Agreement with no interference to the Customer's rights of possession under the Agreement. Should Customer suffer any damages or expenses as the result of any defect in Supplier's title or rights and interests in the property, the Supplier shall reimburse the Customer for all such damages or expenses.

8. **MAINTENANCE AND REPAIRS**

8.1. The Customer shall be responsible for all maintenance and repairs to the improvements and equipment it may install.

9. **INSURANCE**

9.1. It is agreed that the Supplier and the Customer shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests, and neither party shall be obliged to obtain insurance as regards the other party's real or personal property; provided however, that this provision shall not be construed as a waiver of any rights of subrogation or entitlements in law by either party.

10. **SUPPLIER'S SUCCESSORS**

10.1. The terms and provisions of this Agreement shall bind the Supplier, and the Supplier's heirs, executors, administrators, successors, and assigns.

11. **ASSIGNMENT**

11.1. Customer shall have the right at any time to assign this Agreement to the U. S. Government or the Government's management and operating type contract designee without the Supplier's

consent, and to any other designee with the consent of the Supplier. All rights and obligations under this Agreement shall, upon assignment to a designee, transfer to the designee, and Bechtel BWXT Idaho, LLC, or its successor, shall from that point have no further rights or obligations under this Agreement.

12. **ADMINISTRATION**

12.1. Supplier Administration: The Supplier's responsibilities shall be administered by Duane Tomchak, telephone no. 307-328-0669, fax no. _____, or email address _____.

12.2. Administrative and Legal Jurisdiction. Unless the Supplier is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Dennis G. Miller, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein, Procurement Supervisor, or Procurement Manager. Such jurisdiction is to extend only to the assignment and coordination of work within the work under this Agreement.

12.3. Notices: Any notice provided for this action shall be considered as having been given:

12.3.1. To BBWI, if mailed electronically via e-mail ("dnm@inel.gov") or fax, or if delivered personally to Dennis G. Miller, or if mailed by U. S. Mail addressed to Dennis G. Miller, Bechtel BWXT Idaho, LLC, Mailstop 3521, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3521; or

12.3.2. To the Supplier, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Supplier at Box 273, Wamsutter WY 82336