



DEPARTMENT OF THE AIR FORCE  
AIR FORCE REAL PROPERTY AGENCY

CA: N/A  
3/6/08  
AF  
3/7/08

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185209

AFRPA/DDR  
1700 North Moore Street  
Suite 2300  
Arlington, VA 22209-2802

United States Department of Interior  
Bureau of Land Management  
Las Vegas Field Office  
4701 N. Torrey Pines Drive  
Las Vegas, Nevada 89130-2301


Dear Mr. Chatterton

In reference to your 22 June 2007 letter to 99 ABW/CC, Nellis AFB, in regard to Air Force concurrence for renewal of the Yucca Mountain Right-of-Way N-48602, in support of Department of Energy Office of Civilian Radioactive Waste Management activities at Yucca Mountain, NV. The current interim approval granted on 2 January 2008 expires on 5 March 2008.

The Air Force concurs with a six (6) year renewal effective from 6 March 2008 through 5 March 2014. This Right-of-Way renewal is subject to all current operating terms and conditions as well as the modified conditions of approval dated 27 Nov 2007 attached.

If there are any questions my point of contact is Ms Diane Bailey 210-925-3076 or e-mail at [diane.bailey@afropa.pentagon.af.mil](mailto:diane.bailey@afropa.pentagon.af.mil)

Sincerely

  
JEFFREY DOMM  
Deputy Director  
Air Force Real Property Agency

Attachments:

- ~~1. BLM Request for Renewal dated 22 Jun 07~~ *EMW 3/7/08*
2. Modified Conditions of Approval

cc:

Department of Energy  
HQ ACC/A7C  
99 ABW/CC

27 Nov 07

Conditions of Approval  
to  
Right of Way Reservation N-48602

The concurrence by HQ ACC to the Department of Energy (DOE) is temporary in nature and is for the purpose of a Nuclear Waste Repository per PL 107-200, and as such is not military related. The concurrence is granted subject to the following conditions.

a. That if DOE use conflicts with the mission of the Air Force in EC South airspace, then the AF mission has priority in all cases.

b. That airspace access and control in R4808 will be granted under the Joint Airspace Operating Agreement between the United States Air Force Warfare Center and National Nuclear Security Administration/Nevada Site Office (NNSA/NSO) as published in NAFB Addendum A to AFI 13-212, Vol 1.

c. That the use and occupation of the said premises shall be without cost or expense to the Department of the Air Force, under the general supervision and subject to the approval of the executive officer having immediate jurisdiction over the premises and, subject also to such rules and regulations as he may from time to time prescribe, said executive officer being the 98 Northern Ranges Support Squadron Commander, Tonopah Test Range Airfield, Nevada.

d. That the user shall, at its own expense and without cost or expense to the Department of the Air Force, maintain and keep in good repair and condition the premises herein authorized to be used.

e. That any interference with or damage to property under control of the Department of the Air Force incident to the exercise of the privileges herein granted shall be promptly corrected by the user to the satisfaction of the said executive officer.

f. That the user shall pay the cost, as determined by said officer, of producing and/or supplying any utilities and other services furnished by the Department of the Air Force or through Department of the Air Force facilities for the use of the user.

g. That no additions to, or alterations of, the premises shall be made without the prior consent of the said officer.

h. That if for any reason it should be deemed necessary or expedient for the Department of the Air Force to perform functions and/or render services which are the responsibility of the user, the said executive officer may, in lieu of reimbursement, require the user to furnish the personnel and/or materials required for the performance of said function and/or for the rendering of said services. In addition to furnishing personnel and/or materials, the user shall reimburse the Department of the Air Force for any costs incurred by the Department of the Air Force in connection with said functions and/or services, such as for supervision and/or equipment furnished. Selection of such personnel will be subject to the approval of the said officer.

i. That on or before the expiration of this concurrence or its relinquishment by the user, the user shall vacate the said premises, remove its property there from, and restore the premises to a condition satisfactory to the said officer, with the concurrence of the BLM

j. That the Department of the Air Force shall not be responsible for damages to property, or injuries to persons, which may arise from, or be incident to, the exercise of the privileges herein granted, or for damages to the property of the users officers, agents, contractors, or employees, or others who may be on the premises at their invitation or at the invitation of anyone of them, arising from the user activities on said premises; and the user shall hold the Department of the Air Force harmless from any and all such claims.

k. That the Department of the Air Force will not be held liable for damage to the user's equipment incurred during normal flying missions being conducted under Department of the Air Force sponsorship.

l. That close coordination will be required between the NTTR Joint Scheduling Office and user's personnel while conducting operations impacting airspace above 150 feet within the ROWR area in accordance with NAFB Addendum A, to the Air Force Instruction 13-212. Volume I.

m. That the user shall use the DOE procedures for ingress and egress to boundary in common with the Nevada Test Site. When ingress and egress is made from the Nevada Test and Training Range Boundary the user shall make arrangements with the 98 NRSS via NAFB Form 74, Contact the 98 NRSS at (702) 652-4247.

n. That the user must conduct archaeological, endangered and threatened species surveys of each site and access roads prior to the start of drilling operations.

o. That the DOE is solely responsible for all environmental actions, including, but not limited to, conducting and finalizing all environmental review analysis and public notification that may be required for any DOE past, present or future activities on the Nevada Test and Training Range (AF withdrawn lands under the 1999 Military Land Withdrawal Act (MLWA) of PL 106-65; and, DOE agrees to perform any required environmental restoration, clean-up, and/or remediation to the satisfaction of, and levels approved by, the Department of the Air Force (in compliance with any/all state or federal laws including §3017 of the 1999 MLWA.

p. That no activity is allowed which will cause or result in any air space restriction for military aircraft; with the exception of R-4808 airspace, designated by the FAA as under the control of the NNSA/NSO; and scheduled under terms previously sited above, in paragraph b.

q. That by giving this consent, it is not the intent of the Air Force to transfer lands until the designation of a separate Federal Reservation for Yucca Mountain.

r. The use of an Environmental Baseline Study will be used at the mutual agreement of DOE and Department of the Air Force upon termination of the RWOR.

s. The railway (including any lateral or vertical easements, rights-of-way, etc) must not encroach into any AF lands withdrawn under the 1999 MLWA (or any AF restricted airspace).

The entire provisions above extend beyond the proposed six-year period of any agreed upon/approved right-of-way.