

537

RELATED CORRESPONDENCE

HUNTON & WILLIAMS <sup>DOCKETED</sup>

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PROD. & UTIL. FAC.

58-322-063

April 9, 1984

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FILE NO. 24566.000003

DIRECT DIAL NO. 804 788-8701

James A. Laurenson, Chairman  
Atomic Safety and Licensing  
Board  
U.S. Nuclear Regulatory  
Commission  
East-West Tower, Rm. 402A  
4350 East-West Hwy.  
Bethesda, MD 20814

Mr. Frederick J. Shon  
Atomic Safety and Licensing  
Board  
U.S. Nuclear Regulatory  
Commission  
East-West Tower, Rm. 427  
4350 East-West Hwy  
Bethesda, MD 20814

Dr. Frederick J. Shon  
Atomic Safety and Licensing  
Board  
U.S. Nuclear Regulatory  
Commission  
East-West Tower, Rm. 430  
4350 East-West Hwy.  
Bethesda, MD 20814

Dear Administrative Law Judges:

Pursuant to the Board's ruling Friday last on LILCO's motion to supplement its testimony on Contention 24, attached is a lease for the Riverhead transfer point, which is marked Attachment 22.H to LILCO's testimony on Contention 24. In addition, lines 15-17 on page 17 of the original testimony ("Riverhead. LILCO has permission to use this site for the duration of the drills. A permanent lease agreement is being negotiated.") should now read as follows:

Riverhead. The owner of this site and LILCO have entered into a lease dated April 1, 1984, allowing LILCO to use the facility as a vehicle staging area in accordance with the LILCO plan. This lease is Attachment 22.H to this testimony.

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D503

**HUNTON & WILLIAMS**

James A. Laurenson, Chairman

Dr. Jerry R. Kline

Mr. Frederick J. Shon

April 9, 1984

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Mrs. Robinson, Dr. Cordaro, and Mr. Weismantle will adopt this change and the additional Attachment 22.H as their testimony on Contention 24 when they resume the stand on April 24, 1984.

Yours very truly,

*Kathy E. B. McCleskey*

Kathy E. B. McCleskey

301/869

cc: Service List

THIS LEASE, made and entered into at Riverhead, New York, as of April 1, 1984, by and between GEORGE, WAYNE and GARY FALTIN (the "Landlord") and LONG ISLAND LIGHTING COMPANY, (the "Tenant");

WITNESSETH

The Landlord and the Tenant, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, as well as for \$1.00 and other valuable consideration paid in hand simultaneously with the execution and delivery of this lease, receipt whereof is hereby acknowledged, agree as follows:

ARTICLE I  
DEMISED PREMISES

1. LANDLORD'S DEMISE. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Tenant of the covenants and agreements to be kept and performed by the Tenant, the Landlord does lease, let, and demise to the Tenant, and the Tenant hereby leases from the Landlord, the following described premises, situate lying and being in Riverhead, New York, known as District 0600, Section 804, Block 3, Lot 41, as indicated on the annexed sketch to be used solely as a vehicle staging area in conjunction with the Tenant's Shoreham Emergency Plan, all in accordance with this Agreement.

2. CONDITIONS. The demise is made subject to the following:

(a) Tenant will notify the Landlord in writing before each drill occurs.

(b) Tenant will not interfere, in any way, with the normal operations of the premises.

ARTICLE II  
TERM

To have and to hold the demised premises for a term commencing April 1, 1984 and ending March 31, 1985, both dates inclusive, unless sooner terminated or extended, as hereinafter provided.

The Tenant shall have the option to renew this lease on an annual basis, not to exceed two (2) renewals. The rental for the first renewal term shall be the same as is provided for the initial term, plus 10 percent thereof; and the rental for the second renewal term shall be the same as is provided for the first renewal term, plus 10 percent thereof. In all other respects, the terms and conditions of this agreement shall apply to any renewal term. Said option must be exercised in writing sixty (60) days in advance of the new term, and the annual rent is to be paid in the same manner as the rent for the initial term.

ARTICLE III  
RENT

ANNUAL RENT. Tenant agrees to pay to the Landlord the annual rent of \_\_\_\_\_ to cover the entire demised term, and to be paid in equal monthly installments of \_\_\_\_\_ on the first day of each month throughout the demised term.

ARTICLE IV  
MECHANICS' LIENS

NO LIEN. The Tenant shall not have the power to subject the interest of the Landlord in the premises to any mechanics' or materialmen's liens or lien of any kind.

ARTICLE V  
GOVERNING LAW

GOVERNING LAW. This agreement shall be governed by the laws of the State of New York.

ARTICLE VI  
INDEMNIFICATION OF LANDLORD

1. INDEMNIFICATION BY TENANT. The Tenant agrees to save and hold the Landlord harmless from and against all loss, damage, costs, suits and judgments for personal injury or death or property damage arising out of or in connection with Tenant's negligent use of Landlord's property pursuant to this Agreement.

2. INSURANCE. From the time when this lease commences, the Tenant shall cause to be written a policy of insurance in the form generally known as a public liability policy, insuring the Tenant and the Landlord against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the premises, or equipment used or located on the demised premises, or for any other risk insured against by such policy, and, in each such case, arising out of Tenant's negligent use of the premises, with limits of not less than \_\_\_\_\_ for damages incurred or claimed by one or more persons for bodily injury, plus damages to property. The policy shall name the Tenant and the Landlord, as their respective interests may appear, as the persons insured.

ARTICLE VII  
ADDITIONAL COVENANTS OF TENANT

LEGAL USE. The tenant covenants and agrees with the Landlord that the premises will be used for legal purposes only.

ARTICLE VIII  
RIGHT OF ENTRY

The Landlord and its agents, as well as other tenants and the general public, shall have the right to enter upon the premises at all reasonable times.

ARTICLE IX  
MISCELLANEOUS

1. CANCELLATION. Each party reserves the right to cancel this Lease at any time by giving the other party not less than sixty (60) days prior written notice to the Landlord.

2. CONDITION OF DEMISED PREMISES. Tenant hereby agrees to keep property as illustrated in the annexed sketch in good condition.

3. PHYSICAL ALTERATIONS OF DEMISED PREMISES. Tenant hereby agrees to remove wings from the buildings and to place used utility poles on property to define parking area as per annexed sketch at such times as tenant may elect. Upon placement, title and risk of loss of said poles passes from Tenant to Landlord. The parking area will conform to the Town Code of the Town of Riverhead.

4. NOTICES. If either party desires to give notice to the other in connection with and according to the terms of this Lease, such notice shall be given by certified mail and it shall be deemed given when deposited in the United States mails with postage prepaid. Such notices shall be addressed as follows:

To the Landlord:  
Mr. George J. Faltin  
Route 58 and Doctors Path  
Riverhead, New York 11901

To the Tenant:  
Long Island Lighting Company  
Real Estate Department  
1650 Islip Avenue  
Brentwood, New York 11717

IN WITNESS WHEREOF, the parties have each hereunto set their hands and seals, as of the day and year above written.

GEORGE FALTIN  
GARY FALTIN  
WAYNE FALTIN  
(Landlord)

BY: \_\_\_\_\_

*George Faltin*  
George Faltin

BY: \_\_\_\_\_

*Gary Faltin*  
Gary Faltin

BY: \_\_\_\_\_

*Wayne Faltin*  
Wayne Faltin

LONG ISLAND LIGHTING COMPANY  
(Tenant)

BY: \_\_\_\_\_

*Matthew C. Cordaro*  
Matthew C. Cordaro  
Vice President

ACKNOWLEDGMENTS:

STATE OF NEW YORK)

SS:

COUNTY OF SUFFOLK)

On the *02* day of April, 1984, before me personally came George Faltin, Gary Faltin, and Wayne Faltin, to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

DOREEN A. PEDERSEN  
NOTARY PUBLIC, State of New York  
No. 4750707  
Qualified in Suffolk County  
Term Expires March 22, 19*85*

*Doreen A. Pedersen*  
NOTARY PUBLIC

STATE OF NEW YORK)

SS:

COUNTY OF *Jeff*)

On the *6* day of April, one thousand nine hundred and eighty four, before me came Matthew C. Cordaro to me known who being by me duly sworn, did depose and say that he resides at 10 Triangle Court, Ft. Salonga, New York; that he is a Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he sign his name by like order.

*Elaine S. Robinson*  
NOTARY PUBLIC

4624070

*exp 03/30/86*



[illegible]

RIVERHEAD, NEW YORK

GROSS ACFTW

Diet A12A

CLASS  
DATE

Code value (percent)

64-00000

256 OF THE

256 OF THE

37000  
MIDDLE  
ROAD  
WASH  
WOOD

20

04