## **DEPARTMENT OF THE ARMY**

## RIGHT-OF-ENTRY FOR GROUNDWATER MONITORING

## **CONTRACT NO. DACA05-8-17-0021**

PROJECT:

Tooele Army Depot Groundwater Management

Tooele County, Utah

OWNER:

**Tooele County** 

PROPERTY IDENTIFICATION:

Assessor Parcel Number: 02-138-0-0011

County of Tooele, State of Utah

The undersigned, hereinafter called "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called "Government," a permit or right of entry upon the property located in the County of Tooele, State of Utah, Assessor Parcel Number 02-138-0-0011, as highlighted on the attached map. The permit is granted under the following terms and conditions:

- 1. The Owner hereby grants to the Government an irrevocable and assignable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months, from the date of this instrument, in order to store, move, and remove equipment and supplies; erect and remove temporary structures on the land; investigate and collect samples; construct, operate, maintain, alter, repair, and remove groundwater monitoring well M-4. The monitoring wells will be periodically sampled for contaminants not expected to be in the groundwater. Sampling is expected to occur on a semi-annual basis.
- 2. The Owner also grants the right to enter and exit over and across any other lands of the Owner as necessary to use the described lands for the purposes listed above.
- 3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
- 4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real or personal property of Owner, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the property at the time immediately preceding such damage. The Government's liability under this clause is only to the extent provided by Congress in the Federal Tort Claims Act (28 U.S.C. Sec. 2671 et seq) and may not exceed appropriations available for such payment. Nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

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