



THE MEMPHIS DEPOT TENNESSEE

ADMINISTRATIVE RECORD COVER SHEET

AR File Number 163

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June 7, 1996

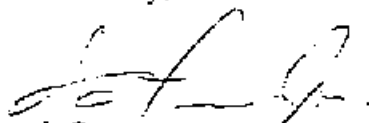
Mr. Billy D. Gibson
Department of the Army
Memphis District Corps of Engineers
167 North Main Street B-202
Memphis, TN 38103-1894

Dear Mr. Gibson:

I received from Margaret J. Krueger, the Associate Counsel for the Defense Logistics Agency the DDMT Groundwater Data/Record of Decision for the Defense Distribution Depot Remediation Project in Memphis, Tennessee. You had previously corresponded with Garland Crawford and forwarded him a proposed access agreement. I have taken the liberty to redraft the access agreement and I enclose a copy of the redrafted access agreement herewith for your consideration and the consideration of Ms. Krueger. Since Department of the Army, EPA and DDEC have chosen alternative 8 as the preferred alternative for an interim remediation effort to contain the contaminated plume originating on depot property, then your recovery wells will be placed on the land owned by others at a significant cost saving to the government.

Therefore, I thought the Department might reconsider the provisions of the Right of Entry and agree with us that the equitable solution would be to include paragraph 10 of the proposed Right of Entry which is enclosed. Please let me hear from you.

Sincerely,



I. Drayton Pruitt, Jr.

IDPjr/cgw

cc: Ms. Margaret J. Krueger

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

DDMT Groundwater Monitoring Well

(Project, Installation or Activity)

Union Realty Co., Ltd.

(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of five years from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by Government.
2. (DELETED)
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 will be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
4. The Government shall be responsible for damages arising from the activity of the Government, its officers, employees, or representatives on said land, in the exercise of rights under this permit or right-of-entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the Owner in lieu thereof.
5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.
6. The land affected by this permit or right-of-entry is located in the State of Tennessee, County of Shelby, and is described as follows: (see attached map)
7. The purpose of this permit is to allow the installation of a groundwater monitoring well on land owned by Union Realty Co., Ltd., identified by the Shelby County Tax Assessors office as Ward 60, Block 86, Parcel 3, for a period of five years, renewable at that time, and for ingress and egress for contractor's personnel to periodically monitor the well.
8. The Government agrees to provide to Union Realty Co., Ltd. copies of any reports or lab results produced or obtained by the use of this right of entry.
9. The Government agrees to remove from the property any and all materials (soil, water or other) derived or used from the activities of the Government, its officers, employees or representatives under this right-of-entry and exploration agreement.
10. Government represents to Owner that the groundwater monitoring well described in paragraph 7 is to be installed on Owner's property in cooperation with and at the direction of the Tennessee Department of Environment and Conservation ("TDEC") for the purpose of assessing the limits or extent of environmental contamination emanating from a release on land owned by Government known as Defense Depot Memphis. Should one or more hazardous substances in a quantity which exceeds legal limits as established by TDEC or EPA be detected in the monitoring well, then it shall be the responsibility of Government to remediate such

contamination so that the aquifer as remediated meets the drinking water standards established by TDEC. Government shall pay all costs of investigation and remediation and, in addition, the cost of such reasonable legal and environmental engineering charges as are incurred by Owner in connection herewith.

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