

**U.S. Department of Energy
Agreement For Access to the Pond Sampling
Location, Monitoring Wells, and Piezometers
Pinellas County, Florida, Site**

Agreement Number:
DE-RO01-21LM70286

ADDRESS OF PREMISES: The monitoring wells, piezometer and pond sampling location are located the Walter Pownall Service Center, 11111 South Belcher Road, Largo, FL 33773, as shown on Exhibit A (map) which is attached hereto and made a part hereof.

THIS AGREEMENT (Agreement), entered into by and between Pinellas County School Board, Pinellas County, Florida, (Grantor), whose address is: 11111 South Belcher Road, Largo, FL 33773, and the UNITED STATES OF AMERICA, by and through the U.S. Department of Energy, (Grantee).

WITNESSETH: Grantor, in consideration of the faithful performance by Grantee of all activities and conditions herein contained, grants, consents and agrees to the installation, maintenance and continued use, and to the rights of ingress and egress to and from the temporary or permanent monitoring wells and appurtenances, piezometers and pond sampling location. The interest granted herein shall be a right of use of the Premises for the purposes described herein. The monitoring wells subject to this agreement are numbers 12-0576-1, 12-0576-2, 12-0576-3, 12-0577-1, 12-0577-2, 12-0577-3, 12-0578-1, 12-0578-2, 12-0578-3, 12-0579-1, 12-0579-2, 12-0579-3; piezometers 12-PZ01, 12-PZ02, 12-PZ03; and pond sampling location 12-BR01.

1. **GRANTEE PROPERTY** The monitoring wells and appurtenances, piezometers and pond sampling location referenced and all equipment and tools for maintenance and use thereof, placed on or near the Premises, as shown on Exhibit A, attached hereto and incorporated herein, shall remain the property of Grantee and may be removed by Grantee at its own cost and expense at any time during the life of this Agreement. Said wells and appurtenances shall be maintained by Grantee in a good, safe, and workmanlike manner.
2. **TERM/TERMINATION** This Agreement shall be effective on October 1, 2021 and shall continue in full force and effect for five (5) years, unless earlier modified or terminated by Grantor or Grantee upon ninety (90) days' written notice. Should Grantee abandon the wells in question and subsequently terminate this Agreement, Grantee's right of ingress and egress shall revert to Grantor. Once Grantee determines the wells are no longer needed, Grantee shall abandon them in accordance with appropriate State procedures.
3. **GRANTEE RESPONSIBILITY** Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real and personal property that is caused directly by the activities of Grantee in exercising any rights hereby granted in this Agreement; PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably compared to its condition on the effective date of this Agreement by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.
4. **GRANTEE LIABILITY** Grantee agrees to cooperate to the extent allowed by law, in the submittal of all claims pursuant to the Federal Tort Claims Act (28 USC 2671, et seq.) for alleged loss, injuries, or damages, to persons or property arising from the acts of Grantee, duly authorized representatives, or contractors of Grantee, acting within the scope of their employment, in the installation, use, maintenance, removal, or relocation of the monitoring wells and appurtenances and in surface water sampling.
5. **INSURANCE** Grantee shall cause its duly authorized representatives or contractors who enter the Premises under this Agreement to carry reasonable liability insurance covering risk of liability caused by any of their activities. Upon request, Grantee's duly authorized representatives or contractors will provide Grantor certificates evidencing insurance coverage.
6. **PRIOR NOTIFICATION** Grantor will be notified forty-eight (48) hours prior to entering Premises under this Agreement. Sampling and monitoring activities, beyond well installation and abandonment of wells previously identified in this Agreement, will be conducted during normal business hours, unless Grantor provides consent for sampling and monitoring activities during other hours.

7. **NOTIFICATION OF PROPERTY TRANSFER** If all or part of the Premises referred to herein is transferred to a new owner(s) or other grantee, through sale or any other transfer of property interest, (1) Grantor or the Grantor's authorized legal representative shall inform the potential owner(s) or other grantee(s) of this Agreement; and, (2) shall inform Grantee in writing of the intent to sell or transfer the Premises; and, (3) assign this Agreement to the new owner(s) or other grantee, and provide Grantee a copy of such document.
8. **RESTORATION** Upon removal or relocation of the monitoring wells and appurtenances, piezometers or pond sampling location Grantee shall restore the described property to a condition reasonably compared to its condition prior to the installation of the monitoring wells and appurtenances, piezometers and pond sampling location by techniques of backfilling, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties.
9. **SEVERABILITY** In the event that any one or more of the provisions contained in this Agreement, or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement.
10. **BINDING AGREEMENT** The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, and, as applicable, heirs of the parties hereto.
11. **NOTICE** No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect, within the restrictions of this Agreement, unless provided in writing to the authorized representative at the address set out in Paragraph 12, **AUTHORIZED REPRESENTATIVES**.
12. **AUTHORIZED REPRESENTATIVES -**

If to Grantee:

David P. McNeil
 Realty Officer
 U.S. Department of Energy
 2597 Legacy Way
 Grand Junction, CO 81503
 (303) 410-4810

If to Grantor:

Pinellas County School Board
 Walter Pownall Service Center
 11111 South Belcher Road
 Largo, FL 33773

IN WITNESS WHEREOF, the parties subscribed their names.

GRANTOR

Pinellas County School Board, Florida

Approved in Form:

BY:

Carol Cook
 Chairperson

Walter Pownall
 Office of General Counsel

Attest:

Michael A. Grays
 Superintendent

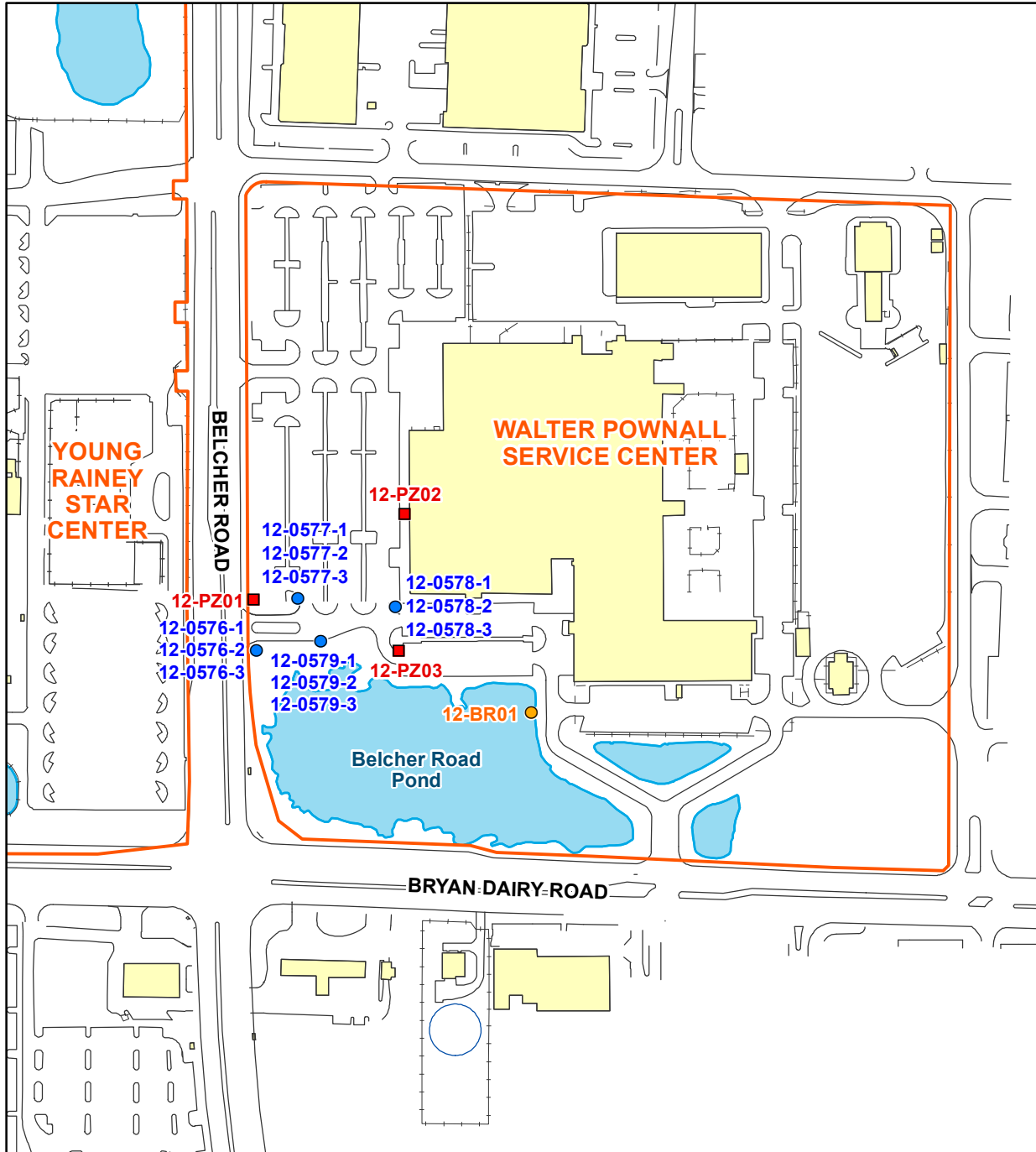
GRANTEE

BY:

 David P. McNeil

 U.S. Department of Energy, Realty Officer
 (Official Title)

Exhibit A



Legend <ul style="list-style-type: none"> ● Monitoring Well ● Pond Sampling Location ■ Piezometer Parcel Boundary <p>Source: Pinellas County</p>	 <p>Scale In Feet</p> <p>0 150 300</p>	U.S. DEPARTMENT OF ENERGY OFFICE OF LEGACY MANAGEMENT	Work Performed by RSI EnTech, LLC Under DOE Contract 89303020DLM000001
		Locations Associated with the Access Agreement with the Walter Pownall Service Center	