

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR ENVIRONMENTAL ASSESSMENT AND RESPONSE

Defense Environmental Restoration Program,

Site Number: I04FL0027

Project, Installation or Activity

NAS Banana River Off-Base Disposal Area, Brevard County, Florida

Tract Number or Other Property Identification

The undersigned, herein called the "Owner," in consideration for the mutual benefits of the work described below, hereby grants the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government right to enter in, on, over and across the land described in Paragraph 5, for use by the United States, its representatives, agents, and contractors, and assigns, as a work area for environmental investigation and response. Work to be performed may include searching for evidence of military-related debris using geophysical equipment and digging selected objects to identify them as well as collecting environmental samples including constructing, operating, maintaining, and removing groundwater monitoring wells and other devices for monitoring and/or collecting soil, air, and water samples; and performing any other such work which may be necessary and incident to the Government's use for the Remedial Investigation and response on said lands; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest, and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired. Said right-of-entry shall remain in effect until the completion of this work or a period not to exceed five (5) years beginning with the date of the signing of this instrument, whichever is first, at which time it will expire automatically.

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 of 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 property, 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 fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet 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.

5. The lands affected by this right-of-entry are located in Brevard County, Florida and are described as follows: all of the tract or parcel of land lying and being in and specifically identified as Parcel Number 26 3723-00-503 in the records of the Brevard County's Property Appraiser's Office, also known as 310 Sea Park Boulevard, Satellite Beach, Florida.

Signed this _____ day of _____, 2022

Mailing Address:

Telephone: _____

Email: _____

OWNER(S) [type in full business name]

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

UNITED STATES OF AMERICA

Executed this _____ day of _____ 2022

By: _____

TIMOTHY H. MCQUILLEN
Real Estate Contracting Officer
Chief, Real Estate Division