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

Iowa Army Ammunition Plant
Des Moines County, Iowa

_____
_____
_____

The undersigned, herein called the **"Owner",** in consideration for the mutual benefits of the work described below, hereby grants to 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** an irrevocable and assignable right to enter in on, over and across the land described below, for a period not to exceed 36 Months, beginning with the date of the signing of this instrument, and terminating with the earlier of the completion of the remediation or the filing of a notice of termination in the local land records by the representative of the **Government** in charge of the Iowa Army Ammunition Plant, for use by the **Governmen**t, its representatives, agents, contractors and assigns, as a work area for environmental investigation and response; including the right 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 wells, groundwater purification and injection systems, appurtenances thereto and other devices for the monitoring and treatment of contamination in soil, air and water; and any other such work which may be necessary and incident to the **Government's** use for the 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, its 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.

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 purpose listed above.

3. All tools, equipment and other property taken upon or placed upon the described 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 Right-of-Entry.

4. If any action of the **Government's** employees or agents in the exercise of this Right-of-Entry result in damage to the real property, the **Government** will, at 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 interest of 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 **Owner,** _____ at phone: (_____) - _____ , will be contacted by the field crew 1 day prior to entering the property.

6. The **Owner** shall give the **Government** notice of the sale or transfer of the land described below. Said notice shall be provided in writing to:

U.S. Army Corps of Engineers
ATTN: Real Estate Contracting Officer
1616 Capitol Ave.
Omaha, NE 68102

7. The land subject to this Right-of-Entry is located in _____ County, State of Iowa as shown on the attached map referred to as **EXHIBIT "A"** and identified as Parcel Number _____ in the _____ County Assessor's Office.

SIGNED THIS _____day of _____, 20_____.

OWNER:

_____
Signature

_____
(Type or print name)

_____
Title

_____
Email address

THE UNITED STATES OF AMERICA

_____
JESSE OTTERSON
Chief, Special Projects and Support Branch
Real Estate Contracting Officer