

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR FORMERLY USED DEFENSE SITES PROGRAM

MOJAVE GUNNERY RANGE "C"

(Name of Formerly Used Defense Site)

_____ (Tract Number or Other Property Identifier)

The undersigned, hereby grant[s] to the Department of the Army, its employees, contractors, and subcontractors a Right-of-Entry on the property located in the state of California, county of Kern, and described as:

[street address, city, State, Zip code, and/or legal description]

1. This Right-of-Entry is granted upon the following terms and conditions: This Right-of-Entry may be exercised only for the purposes of:

Remediation of Munitions or Explosives of Concern requiring visual inspection of the property, surveying it for biological and cultural resources, performing geophysical surveys, clearance of surface vegetation, excavation of munitions, disposing of ordnance and explosive waste by means including detonation, and performing any other such work which may be necessary and incidental for the classification or removal of military munitions.

2. All proposed activities will be coordinated with the Owner at least five (5) days prior to start of work.

This Right-of-Entry may be exercised at any time after **June 01, 2020**, and is anticipated to end in or around **June 01, 2025**, but may be exercised until the work described above is complete.

3. This Right-of-Entry does not grant any right to enter into any structure or building located on the property described above.

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. This Right-of-Entry may be revoked in writing by the undersigned upon no less than **thirty (30) days** prior notice delivered to the Department of the Army at:

Sacramento CORPS OF ENGINEERS
Real Estate Division
1325 J Street
Sacramento, CA 95814

If the undersigned attempts to terminate or revoke this Right-of-Entry before the end of the period provided in paragraph 2, above, without the required notice period stated in this paragraph, the Government will be entitled to recover from the undersigned all damages incurred as a result of the early termination of access to the property, including all contractor costs and any other expenses of the Government incurred because of the unanticipated early termination.

Dated this _____ day of _____, 20 ____.

Owner 1 Signature

Owner 2 Signature

Typed or printed name

Typed or printed name

Phone Number (optional)

Phone Number (optional)

Email (optional)

Email (optional)

Title (corporate/governmental representative needs evidence of authority to bind the entity)