

**Department of the Army**  
**Right-of-Entry for Formerly Used Defense Sites Program**

Naval Air Station Banana River Off-Base Disposal Area

Project Number I04FL002701

The undersigned, hereby grants to the Department of the Army, its employees, contractors, and subcontractors a Right-of-Entry on the property located in the State of Florida, County of Brevard, and described as: all of the tracts or parcels of land lying and being in the right-of-way shown in Exhibit A within an unincorporated area of Satellite Beach, Florida.

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: investigation of the property for potential contamination related to former Navy disposal activities, including but not limited to operating geophysical equipment, digging test pits and/or selected objects to identify them, and 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. All proposed activities will be coordinated with the Owner fourteen days prior to start of work.
2. This Right-of-Entry may be exercised at any time after January 2, 2023 and is anticipated to end in or around December 31, 2026 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 except upon written approval of the property owner.
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 90 days prior notice delivered to the Department of the Army at: Formerly Used Defense Sites Program (PM-M), USACE, 701 San Marco Blvd, Jacksonville, FL 32207. 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_  
(day) (month) (year)

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER(S) [type in full business name]**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Exhibit A

