

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

Defense Environmental Restoration Program,

Site No. I 04FL040501

(Project, Installation or Activity)

Pinecastle Jeep Range, Orange County, Florida

(Tract Number or Other Property Identification)

The undersigned, hereinafter 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 access to enter in, on, over and across the land described below, for use by the United States, its representatives, agents, contractors, and assigns, as a work area for environmental investigation and response. The work to be performed by the Government may include, but is not limited to surveying with a metal detector or other instrument for evidence of the presence of military munitions and munitions debris, digital geophysical mapping of metal anomalies, removal of selected anomalies/munitions, creation of exclusion zones during the performance of the work, and obtaining soil samples. Use of the site also includes the right to store, move, and remove equipment and supplies; erect and remove temporary structures on the land; and perform any other such work which may be necessary and incident to the Government's use for the investigation and response on said lands. Said right of entry shall remain in effect until completion of this work at which time it will expire automatically.

2. All tools, equipment, and other property taken upon and placed upon the land by the Government shall remain the property of the Government and shall be removed by the Government upon completion of this work.

3. 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 herein.

4. The land affected by this right-of-entry is located in Orange County, Florida and is described as follows:

All of the tract(s) or parcel(s) of land lying and being in Section 17, Township 23 South, Range 31 East, City of Orlando, Orange County, Florida, specifically identified as Parcel Number(s) _____ in the records of Orange County Property Appraiser's Office, also known as _____ (Street Address), Orlando, Florida.

EXECUTED this _____ day of _____, 2008

OWNER(S)

Mailing Address: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Phone: _____

UNITED STATES OF AMERICA

By: _____

Sharon W. Conklin
Chief, Real Estate Division