

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION**

Rough River Lake Project, KY
(Project)

(Owner)

(Property Identification, e.g. Address, Subdivision, Lot #)

The undersigned, hereinafter called the "Owner", 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 right to enter upon the lands hereinafter described at any time within a period of two (2) years from the date of this instrument, in order to survey and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
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 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 any 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 provided for herein.

5. The land affected by this right-of-entry is located in the State of Kentucky, County of _____, and is described as above Property Identification:

WITNESS MY HAND AND SEAL this _____ day of _____, 201____.

(Signature of Property Owner)

UNITED STATES OF AMERICA

(Printed Name of Property Owner)

Veronica A. Hiriams
Real Estate Contracting Officer
Louisville District, Corps of Engineers