

RIGHT-OF-ENTRY FOR CONSTRUCTION

(Project, Installation or Activity)

(Tract Number or Other Property ID)

The undersigned, hereinafter called the "OWNER", in consideration of the total compensation to be paid by the _____ SPONSOR, hereinafter called the "SPONSOR", for all land or easement rights hereinafter described, to be determined by subsequent agreement between the Owner and the Sponsor, or by judicial proceedings, hereby grants to the Sponsor, a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Sponsor an irrevocable right to enter upon the lands hereinafter described at any time within a period of () months from the date of this instrument, in order to erect buildings or any other type of improvements and to perform construction work of any nature.

2. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Sponsor shall remain the property of the Sponsor and may be removed by the Sponsor at any time within a reasonable period after the expiration of this permit or right-of-entry.

3. In the event that the Sponsor does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Sponsor's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Sponsor will, at its option, 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 Sponsor's liability under this clause may not exceed appropriations available for such payment. 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. If the Sponsor does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the Owner's remainder caused by such damage.

4. The land affected by this permit or right-of-entry is located in the State of _____, County of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19____.

SPONSOR

By _____

Title _____

Owner-

Owner-