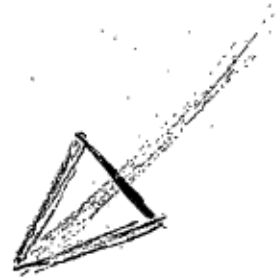


**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY AGREEMENT**



Wayne Interim Storage FUSRAP Site

**(Project, Installation or Activity)
Identification)**

(Number or Other Property

The NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a permit or 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 three (3) months from the date of this Instrument, in order that the Government may perform a soil removal action at the Wayne Township recreation field. The soil removal action will involve the excavation, temporary stockpiling of soils, off site disposal, and restoration of the recreation field property.
2. The permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government and provided that the prior written consent of the Owner has been obtained.
3. The Government agrees to protect the aqueduct right-of-way with steel plates or other protective devices as may be agreed to, in writing, by the Owner. Further, the Government shall restore the surface of the Owner's real property to the condition in which it was found prior to entering into this right-of-entry.
4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and must be removed by the Government within a reasonable period after the expiration of this permit or right-of-entry.
5. 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 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.

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- 6. Without prejudice to any other rights the Owner may have, the Government is responsible, in accordance with applicable law, for the acts and omissions of its employees and agents which cause injuries to persons or damages to property, caused by or arising from the actions under this agreement, unless such injuries or losses are caused by Owner's negligence.
- 7. The Government's liability under this agreement may not exceed appropriations available for such payment, provided that the Government will use its best efforts to seek additional appropriations in the event of any deficiency, 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 other damages than provided herein.
- 8. The land affected by this permit or right-of-entry is located in the State of New Jersey, County of Passaic, and is described as follows:


The Township of Wayne Sheffield Park, Block 2532, Lot 1

WITNESS MY HAND AND SEAL this day of July 2003.

NORTH JERSEY DISTRICT WATER
SUPPLY COMMISSION

By: 
Michael Restaino
Executive Director

UNITED STATES OF AMERICA

By: 
Noreen D. Dresser
Chief, Real Estate Division