

R-009-701.5

2569

**CONSENT FOR ENTRY AND ACCESS TO
PROPERTY**

11/22/91

**DOE-FO
5
ENCLOSURE
OU5**

CONSENT FOR ENTRY AND ACCESS TO PROPERTY

2569

Name: CSX Realty, Inc.

Address of Property: CSX Realty, Inc.
Paddy's Run Road
Fernald, Ohio

I consent to officers, employees, and authorized representatives of the United States Department of Energy (U. S. DOE) entering and having continued access through the property identified above for the purpose of installing four (4) groundwater monitoring wells, and taking of such water samples and measurements as may be determined to be necessary on the adjoining properties, as shown in the enclosed Exhibit A. Right of entry has been negotiated and obtained from the affected property owners.

The Government shall pay to CSX Realty, Inc. the sum of One Thousand Four Hundred Dollars and Zero Cent (\$1,400.00) as a lump sum payment, in consideration for crop damages and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged. The owner, CSX Realty, hereinafter called the Licensor, shall be responsible, in turn, to pay the users and/or leasers of such land in consideration of crop damages and/or other valuable considerations occurred during the exercise of this Right of Entry by the Government.

The exercise of this Right of Entry is bound to the following terms and conditions:

1. The term of this license shall be for a period of five (5) years, and it commences on the date of the last execution thereof.
2. The Government, Contractors and/or Representatives of the Government will cooperate with the Licensor so as to cause the least interference with the Licensor's use of said land.
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 termination of this Right of Entry.
4. The Licensor agrees, with respect to the property on which the Government is requesting access through (see Exhibit A), that no conveyance of title, easement, or other interest in the property shall be consummated without provisions for the continued access, during the term of this agreement.
5. The Government agrees to be responsible for damages arising from the activity of the Government, its Contractors and/or Representatives on the property in the exercise of this right of entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the Licensor in lieu thereof.

The Licensor realizes that these actions by the U. S. DOE are undertaken pursuant to Executive Order 12580 which delegates authority to U. S. DOE to seek access in accordance with the provisions of Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., as amended.

This written permission is given by me voluntarily with knowledge of my right to refuse and without threats or promises of any kind.

CSX Realty, Inc.

August 27, 1991
Date

9/18/91
Date

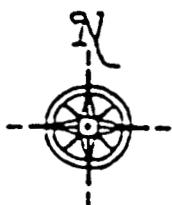
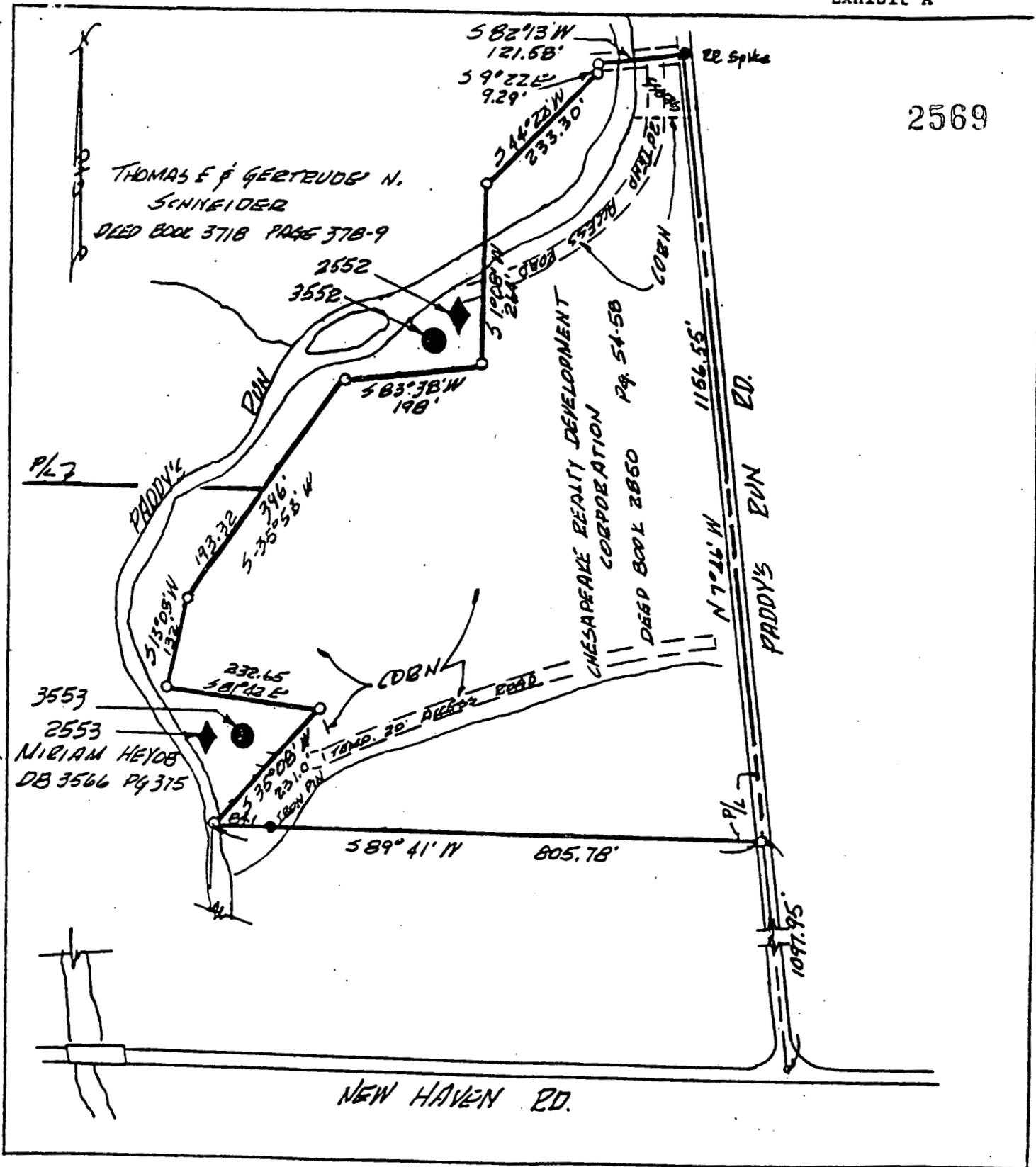
10-18-91
Date

By: [Signature] ^{SRVP}
Authorized Signature/Title ^{OUT}
CSX Realty, Inc. ^{8/17/91}

By: [Signature] ^{OFF}
Authorized Signature/Title ^{9/18/91}
U. S. Department of Energy ^{W.D. 9/18/91}

BY: [Signature]
Reviewed and approved
U. S. Department of Energy
Realty Officer

2569



LEGEND

- ◆ Proposed Monitoring
- Well Location

Property Owner: CHESAPEAKE REALTY DEVELOPMENT CORPORATION
 Township: Crosby
 County: Hamilton

SCALE
 1" = 200'

FERNALD RI/FS