

DEPARTMENT OF THE ARMY  
RIGHT OF ENTRY FOR  
ENVIRONMENTAL ASSESSMENT AND RESPONSE  
RENEWAL

Former Charlotte Army Missile Plant  
DERP-FUDS NO. I04NC048501

DACA21-9-\_\_\_\_\_  
TERM:\_\_\_\_\_

MV Acquisitions 1, L.L.C.  
c/o Peter J. McGrath Jr., Esq.  
Moore & Van Allen PLLC  
100 North Tryon Street  
Suite 4700  
Charlotte, NC 28202

07903101  
1830 Statesville Avenue  
Tract Parcel No(s)

The undersigned, herein called the "Owner", in consideration for the mutual benefits of the work described below, 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 the right to enter in, on, over and across the land described herein, for a period not to exceed thirty-six (36) months, beginning with the date of the signing of this instrument, and terminating with the earlier of completion of the remediation or the termination by either party with sixty (60) days written notice by certified mail, for use by the United States, its representatives, agents, contractors and assigns to conduct activities expressly stated in Section 4.0, Conclusions and Recommendations, of the Final Letter Report for the Feasibility Study/Remedial Design at the Former Charlotte Army Missile Plant Project (CAMP), Mecklenburg County, Charlotte, North Carolina prepared by Science Application International Corporation (SAIC) for the Government, including the right to store, move, and remove equipment and supplies owned by the Government, its representatives, agents, contractors and assigns; erect and remove temporary structures on the land; investigate and collect samples; excavate and remove pollutants, hazardous substances, contaminated soils, containerized waste, and replace with uncontaminated soil; 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; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Owner, its successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging this right-of-entry.

2. The Owner also grants the right to enter and exit over and across any other lands of the Owner as necessary to use the described lands for the purposes listed above.

3. All tools, wastes, equipment, and other property taken upon or placed upon the described land by the Government shall remain the property of the Government and will be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry, provided, however, any monitoring well or remediation system installed by

the Government on the property may remain on the property until remediation of any contamination is complete.

4. Upon the expiration or termination of this right-of-entry, the Government shall restore the ground contour, replace any pavement or other cover which was removed or damaged for this work, establish a groundcover of grass on areas not otherwise covered and reconnect any operating utility lines which were required to be disconnected or otherwise disrupted. The Government shall restore the property to substantially the same condition as existed prior to execution of this right-of-entry.

5. This right-of-entry is assignable with the prior consent of the Owner, which shall not be unreasonably withheld.

6. The Government shall use its best efforts to schedule and conduct the entry and performance of the activities contemplated by this right-of-entry so as not to interfere with the Owner's or any of the Owner's tenants' operations at the property, including egress and ingress onto Woodward Avenue or Statesville Avenue for customers of Owner's tenants. The Government shall direct its contractors and subcontractors to meet with an agent of the Owner before beginning work on the property in order to reach agreements as to appropriate locations for equipment, excavations, materials and any other items or work that would reasonably be expected to interfere with Owner's or Owner's tenants' business or customers' ingress and egress. No excavated materials shall be stored on the property without prior approval by the Owner.

7. All work performed on the property pursuant to this right-of-entry will be performed by the Government, its representatives, agents, contractors and assigns in compliance with all applicable federal, state and local laws and regulations.

8. The Government assumes responsibility pursuant to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 *et seq.* or any other relevant federal or state environmental statutes for all response actions with respect to releases of hazardous or toxic substances, wastes or materials (including petroleum) from or onto the property which result from or were otherwise caused by past Department of Defense activities at the property or by any actions occurring during the time the property was owned by, leased to or otherwise possessed by the United States and under the jurisdiction of the Secretary of Defense. This paragraph is not and should not be interpreted to be a release from liability for any entities that might be also potentially responsible for any contamination at the property under CERCLA or any relevant federal or state environmental statute. The provisions of this paragraph shall survive the termination or expiration of this right-of-entry. If the Government assumes responsibility pursuant to CERCLA or any other relevant federal or state environmental statutes for all response actions with respect to release(s) of hazardous or toxic substances, wastes or materials (including petroleum) discovered on the property during the scope of work contemplated by this right-of-entry, the Owner will grant the Government a right-of-entry to conduct future response action at the

property subject to the same terms and conditions herein, as well as any other reasonable terms and conditions.\*

9. The Government will promptly provide the Owner with a copy of any final reports regarding contamination at the property or the former CAMP. The Owner will be entitled to collect samples from monitoring wells installed on the property by the Government either at the same time the Government's contractor takes samples, or by contacting the Government requesting that the wells be opened, in which case the Government will meet the Owner on site to open the well(s) and observe the sampling. In either event, the Owner shall contact the Government in writing to make such a request.

10. The land subject to this right-of-entry is located in the City of Charlotte, Mecklenburg County, State of North Carolina, located at 1830 Statesville Avenue, according to the current street numbering system.

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\* The provisions for survivability of this Paragraph 9 shall not create any implication that the other terms of this Agreement do not survive beyond the expiration or termination of this Agreement.

WITNESS my hand and seal \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

MV ACQUISITIONS 1, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED STATES OF AMERICA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_