

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY (ROE) FOR CONSTRUCTION

ROE No. 2563

Menemsha Harbor Repair of the West and East Jetties, Town of Chilmark, Martha's Vineyard, Massachusetts.

The undersigned, the Town of Chilmark, on Martha's Vineyard, Massachusetts, hereinafter called the "Town" grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," its representatives, agents, contractors and assigns an irrevocable Right-Of-Entry from September 15, 2014 to May 31, 2015, for the Menemsha Harbor repair of the West and East Jetties, in the Town of Chilmark, Martha's Vineyard, Massachusetts. Exhibit A, consisting of two pages, is attached hereto and made a part hereof. This Right-of-Entry is granted upon the following terms and conditions:

- 1.** The Government shall have the exclusive right to use the area shown on the attached Exhibit A, Page 2 of 2 and identified as the "Contractor's Temporary Facilities and (POV) Parking Area; approximate 1,875 square feet," for a contractor parking area, field office, the right to erect and remove temporary structures including, but not limited to, fencing.
- 2** The Government shall have the exclusive right to use the area shown on the attached Exhibit A, Page 2 of 2 and identified as the "Contractor's Temporary Lay Down, Storage and Staging Area; approximate 8,600 square feet," as a storage and staging area for the Jetty Repair Project, including the right to move and store equipment and supplies and erect and remove temporary structures including, but not limited to, fencing.
- 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 before May 31, 2015.
- 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, at its option, either repair such damage or make an appropriate settlement with the Town. 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 Government's liability under this clause may not exceed appropriations available 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 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.

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY (ROE) FOR CONSTRUCTION

WITNESSES MY HAND AND SEAL this _____ day of _____, 2014

Town of Chilmark, Massachusetts

_____(SEAL)
William Rossi, Chairman, Board of Selectmen

_____(SEAL)
Jonathan Mayhew, Clerk, Board of Selectmen

_____(SEAL)
Warren Doty, Member, Board of Selectmen

CERTIFICATE OF AUTHORITY

I, Jennifer Christy, certify that, William Rossi, Jonathan Mayhew and Warren Doty, have the authority to grant the above Right of Entry For Construction; that said Right of Entry For Construction is executed by the proper duly authorized officers; and that the Right of Entry For Construction is in sufficient form to grant the authorization therein stated.

WITNESS my signature as Clerk for the Town of Chilmark, Massachusetts, this _____day of July, 2014.

BY: _____
Jennifer Christy, Town Clerk

UNITED STATES OF AMERICA

BY _____

Joseph M. Redlinger
Chief, Real Estate Division
U.S. Army Corps of Engineer Engineers
New England District
696 Virginia Road
Concord, Massachusetts 01742-2751



LOCUS MAP

AREAS FOR STORAGE AND STAGING, FIELD OFFICE, AND POV PARKING
REPAIR OF THE WEST AND EAST JETTIES, MENEMSHA HARBOR, MARTHA'S VINEYARD, MA
(ATTACHMENT TO SECTION 01 50 00)

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EXHIBIT A

ROE 2563



EXHIBIT A

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SKETCH SK-1

AREAS FOR STORAGE AND STAGING, FIELD OFFICE, AND POV PARKING

REPAIR OF THE WEST AND EAST JETTIES, MENEMSHA HARBOR, MARTHA'S VINEYARD, MA

(ATTACHMENT TO SECTION 01 50 00)