

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

LOCATION: The Area of Interest North of Castner Range (AOI NOCR) located in El Paso County, Texas.

OWNER(s): The City of El Paso

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 an assignable right to enter in, on, over and across the lands required to access parcels within AOI NOCR whose legal description is (area depicted on Exhibit A and B) for a period not to exceed 60 months as prescribed below. Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors, and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired.

a. For a period not to exceed 60 months, use by the United States, its representatives, agents, contractors, and assigns, for the identification and removal of MEC, which includes the following: collect detailed information to characterize site conditions, determine the nature and extent of the contamination, anomalies identified and confirmed, where feasible, shall be recovered, disposed of, or blown in place and evaluation of risks to human health and the environment posed by the site conditions by conducting a baseline ecological and human health risk assessment. Summary of Physical Activities and Methods for Project Data Collection and Analysis is provided as Exhibit C.

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 purpose listed above.

3. All tools, equipment, and other property taken upon or placed upon the described 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 expiration of this right-of-entry.

4. Upon the expiration or termination of this right-of-entry, the Government shall restore any and all areas that may have been altered as a result of the work performed by the Government.

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, in its sole discretion, repair such damage. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations 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 any 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 damages other than those provided for herein.

6. This Right-of-Entry may be revoked in writing by the undersigned upon thirty (30) day prior notice delivered to the Department of the Army at: U.S. Army Corps of Engineers, CESFW-REA (Edwards) P.O. Box 17300, Fort Worth, Texas 76102-0300.

WITNESS MY HAND this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

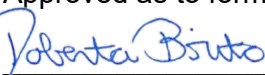
\_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Work Telephone

Approved as to form:  
  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**Owner requires notification prior to entry. Yes No (please circle one)**

THE UNITED STATES OF AMERICA

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

Shane P. Demmer  
Chief, Real Estate Division  
Real Estate Contracting Officer

Consent of Tenant: (If Applicable)

I hereby consent to the use of the property by the Government in accordance with this Right of Entry for Environmental Assessment and Response.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Tenant's Address

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Work Telephone

**CERTIFICATE OF AUTHORITY**  
*(applicable for Corporations and Organizations)*

I, \_\_\_\_\_ (*name*), certify that I am the  
\_\_\_\_\_ (*position held in organization*) of the  
\_\_\_\_\_ (*organization*), duly organized and registered in the  
State of Texas; that \_\_\_\_\_ (*executor of instrument*), who  
signed the foregoing instrument on behalf of the grantee, was then  
\_\_\_\_\_ (*position of executor of instrument*) of said  
\_\_\_\_\_ (*organization*). I further certify that the said officer was  
acting within the scope of powers delegated to this officer by the governing body of the  
grantee in executing said instrument.

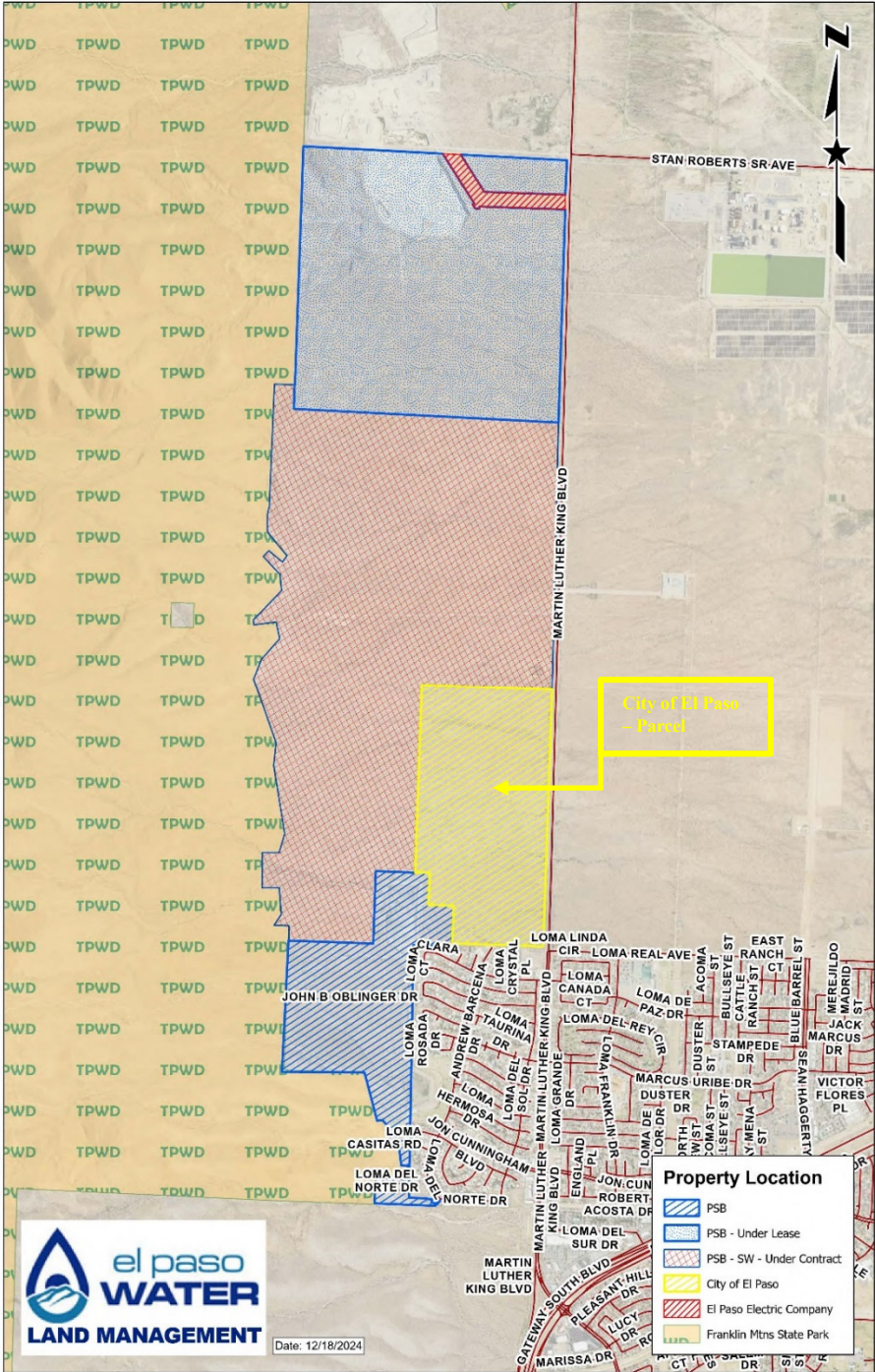
**IN WITNESS WHEREOF**, I have hereunto set my hand, and the seal of the  
\_\_\_\_\_ (*organization*), this day \_\_\_\_\_ of  
\_\_\_\_\_, 20\_\_\_\_.

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

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

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

**Exhibit A**  
**Property Ownership within AOI NOCR**  
(see City of El Paso Parcel)



### Exhibit B

## City of El Paso Property Ownership within AOI NOCR (PIDN X58199911800101)

Planning Web Maps

Zoning Incentive Area Infill Area Historic District

Find address or place

EP TX CITY OF EL PASO

Layers Draw Print Find

Parcel Info

Parcels

PIDN X58199911800101

STREET NUMBER	
STREET NAME	
LEGAL_DESC	81 TSP 1 SEC 18 T & P SURV (641.40 AC)
PROP_ID	334854
OWNER	CITY OF EL PASO
EXEMPTIONS	EX-XV

Zoning

Zoning Code: R-3A SC

COMMENTS

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## Exhibit C

### Summary of Physical Activities and Methods for Project Data Collection and Analysis

The project will collect and analyze data for the Remedial Investigation (RI) within the Area of Interest (AOI) to address potential hazards associated with Munitions and Explosives of Concern (MEC) and Munitions Debris (MD). The primary objective is to assess risks to people and the environment and determine if further action is needed. All activities described below shall preserve the natural site conditions and ensure the protection of its environmental and ecological systems:

- **Reconnaissance Survey:** Real-Time Kinematic (RTK) Differential Global Positioning System (DGPS) will be used to pre-mark transect paths and ensure the planned routes align with site conditions and identify the locations where specific data collection methods will be used.
- **Data Collection:** An EM61 geophysical sensor will collect detailed data along transect prescribed transects, avoiding vegetation disturbance. The EM61 system is a high-sensitivity electromagnetic (EM) metal detector. The system works by transmitting, or pulsing, EM signals which induce a secondary magnetic field around subsurface metallic objects. Where the EM61 cannot be utilized, a handheld metal detector shall be utilized to minimize vegetation contact.
- **Drone Survey:** In steep/inaccessible areas, drones will be used to map potential impact craters.
- **Disposal:** Any MEC or Material Potentially Presenting an Explosive Hazard (MPPEH) will be safely disposed of, either through consolidated demolition or blow-in-place (BIP) methods.
- **Soil Sampling:** Soil samples may also be collected to assess the presence of Munitions Constituents (MC) such as explosives or metals

### Evaluation of Activities Against the Restrictive Covenants

The proposed RI activities align with all terms of the restrictive covenants governing the AOI. They are temporary, non-invasive, and focused on preserving the natural and ecological integrity of the Restricted Property. As discussed below, proposed activities shall protect environmental resources and adhere to the covenant's purpose. By following these standards, the investigative work respects the property's natural condition and the covenant's legal and environmental requirements.

#### **2.(a). General - Prohibition on Filling, Excavating, and Alteration of Topography:**

Proposed activities do not involve filling, large-scale excavating, or altering the topography in a way that would materially affect the Restricted Property. Anomalies will be excavated manually using hand tools, to ensure minimal disturbance to the natural landscape and complies with the covenant prohibiting significant alteration of topography. Furthermore, the use of EM61 and analog methods do not involve any physical alteration of the land and is consistent with the preservation of the site's natural state. Additionally, there will be no development of the property performed by the government.

**2.(b.) Protection of Waters, Wetlands, and Environmental Resources:** The covenant prohibits activities that impair the flow of water or alter wetlands. Proposed RI activities use non-invasive geophysical methods and avoid disturbing water features or wetlands. Any minimal ground disturbance will occur in upland areas, and no activities will require water pollution permits, ensuring adherence to this restriction. The use of drones for mapping steep terrain further demonstrates the project's commitment to minimizing environmental impact.

**2.(c.) Vegetation Preservation and Minimal Trimming:** The restrictive covenant prohibits the clearing, burning, or destruction of vegetation, except for minor trimming necessary for safety. The RI activities respect this restriction by using minimal hand trimming to enable safe passage of geophysical equipment, ensuring that root structures remain intact and sensitive vegetation is preserved/undisturbed. Large-scale vegetation removal or mechanical trimming will not occur, and any necessary minor trimming will be pre-approved in writing by the appropriate authorities, in compliance with the covenant.

**2.(d.) Disposal of Waste and Hazardous Materials:** The covenant prohibits the dumping of waste or hazardous materials. All MEC and MPPEH recovered will be safely disposed of through approved processes, such as BIP or consolidated demolition. No waste, trash, or hazardous substances will be left on the property, ensuring full compliance with this restriction.

**2.(f.) Restriction on Structures and Utilities:** The covenant prohibits the construction of buildings or placement of utilities. Proposed RI activities do not involve constructing any structures or placing utilities. Temporary equipment, such as geophysical equipment and storage Conex boxes, will be removed after use, leaving no permanent alterations to the property.

**2.(g/h.) Roads, trails, and Pest Control:** No roads or trails shall be constructed. No herbicides or pesticides shall be utilized.

**2.(i.) Vehicle Use and Topography Preservation:** The covenant restricts the use of mechanical vehicles that could alter the natural contours of the land. Proposed RI activities will primarily rely on foot-based surveys and manual excavation. Vehicles will only be used for essential safety purposes or to transport equipment to accessible areas, utilizing existing roads and trails, to the maximum extent possible, while ensuring no impact to the natural contours of the property.