

**DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR CONSTRUCTION**

Boston Mills Great Lakes Initiative Project (Project, Installation, or Activity)	Public Right of Way South of Vaughn Road (Tract Number or Other Property Identification)
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The undersigned, hereinafter called the "Owner," 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, its agents, and assigns an irrevocable right to enter upon the lands hereinafter described at any time from 01 April 2025 through 31 October 2033, in order to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, buildings, improvements, 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 expiration of this right-of-entry

4. The Government's Contracting Officer shall require the contractor(s) performing the work to name Owner as an additional insured and or insured principle to any insurance policies such as automobile, general liability, worker's compensation, or other policies implicated or required for work. The amount of coverage under these policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims. The Government shall require the Government's contractor(s) to maintain all insurance policies throughout the term of this right of entry. The Government shall require its contractor(s) to provide certificates of insurance to the Owner prior to entering the property.

5. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, 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. 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. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the County of \_\_\_\_\_, State of \_\_\_\_\_, and is described as follows: \_\_\_\_\_

WITNESSES MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Number/Email

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
MICHAEL B. ROHDE  
Chief, Real Estate  
Real Estate Contracting Officer

**NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, do hereby certify that I am the  
*(someone other than the person signing the agreement)*

\_\_\_\_\_ of the \_\_\_\_\_  
*(my position of responsibility within the organization)*

\_\_\_\_\_ and that \_\_\_\_\_,

who signed the agreement on behalf of the \_\_\_\_\_

was at the time of signature its \_\_\_\_\_,  
*(position held)*

and that the person who executed the agreement on behalf of the

\_\_\_\_\_ acted within his/her statutory authority.

**IN WITNESS WHEREOF**, I have made and executed this certification

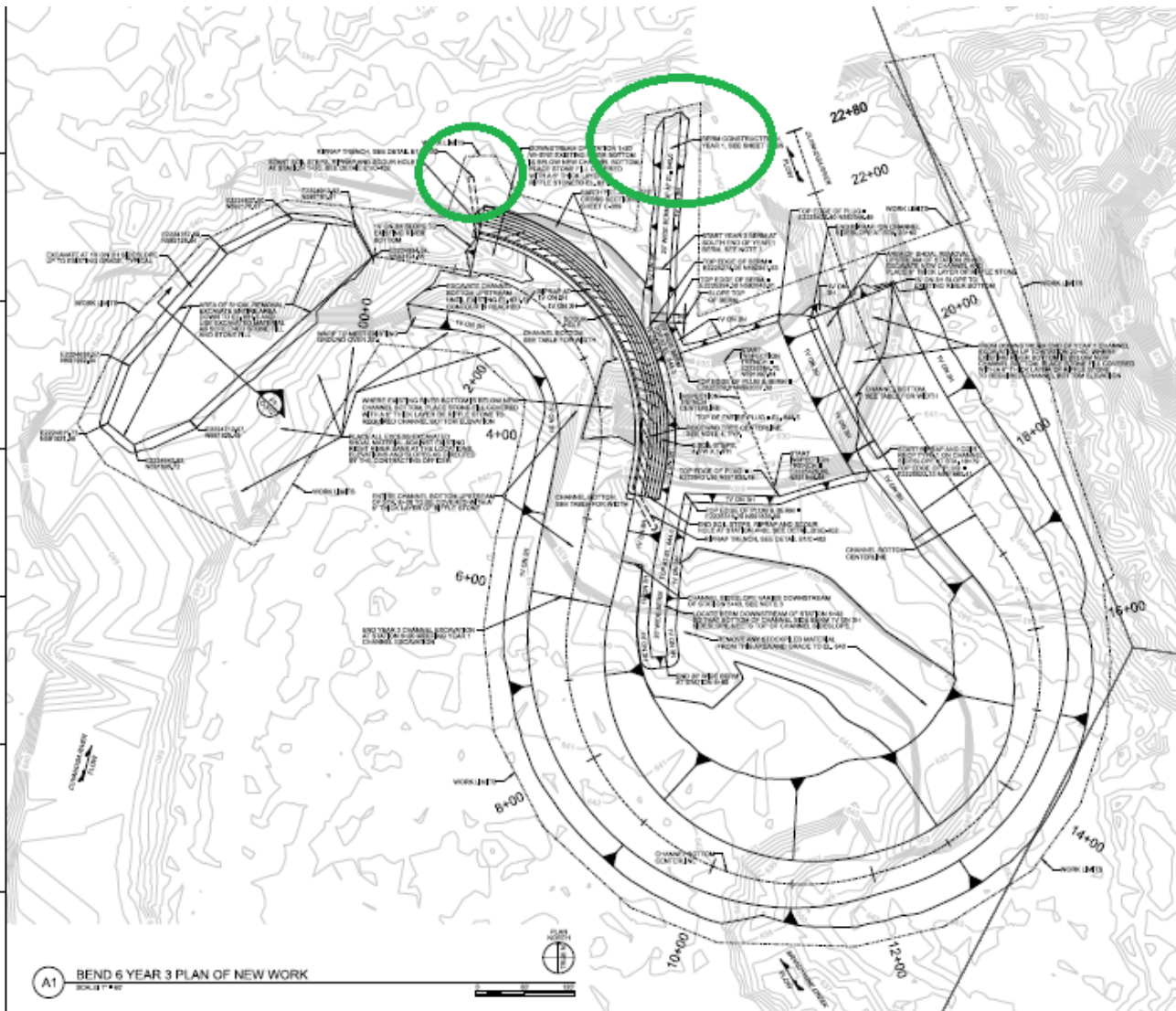
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Exhibit





**A1 BEND 6 YEAR 3 PLAN OF NEW WORK**  
SCALE 1" = 40'

**GENERAL SHEET NOTES**

- FOR GENERAL NOTES, SEE SHEET 0401.
- ALL WORK SHOWN ON THIS SHEET IS TO BE CONSTRUCTED DURING YEAR 3 EXCEPT FOR WORK PROPOSED TO BE CONSTRUCTED IN YEAR 1 AS SHOWN ON SHEET 0401.
- THE LEFT BANK CHANNEL, BEHIND OFF VARIOUS DOWNSTREAM OF STATION 10+00 AND 12+00, IS TO BE CONSTRUCTED TO THE ORIGINAL SURFACE ELEVATION AS SHOWN ON THE CONTRACT SPECIFICATIONS.
- A TOTAL OF 20 ROOTED TREES ARE REQUIRED AT BEND 6. THE ROOTED TREES ARE TO BE PLANTED IN THE YEAR 3 PLAN OF NEW WORK. THE SPECIFICATIONS FOR LOCATING THE ROOTED TREES ON THE YEAR 3 PLAN OF NEW WORK ARE TO BE DETERMINED BY THE BUREAU OF RECONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES TO REMAIN.
- CONSTRUCT A CHANNEL SECTION AT BEND 6 IN THE AREA WHERE THE EXISTING CHANNEL SECTION IS TO BE REMOVED. THE CHANNEL SECTION SHALL BE CONSTRUCTED TO THE ORIGINAL SURFACE ELEVATION AS SHOWN ON THE CONTRACT SPECIFICATIONS.
- THE YEAR 3 PLAN OF NEW WORK IS TO HAVE THE SAME TOP ELEVATION AND GEOMETRY AS THE YEAR 1 PLAN.
- BEFORE PLACING ANY EARTH ON THE CHANNEL BED OR BOTTOM BANKS, REMOVE ANY ALLUVIUM FROM THE CHANNEL BED AND BOTTOM BANKS AND FILL WITH THE PROPOSED CHANNEL BED OR BOTTOM BANKS.

Station	Width	Depth	Centerline	Right	Left	Notes
0+00	100.00	10.00	22350.00	22350.00	22350.00	
1+00	100.00	10.00	22350.00	22350.00	22350.00	
2+00	100.00	10.00	22350.00	22350.00	22350.00	
3+00	100.00	10.00	22350.00	22350.00	22350.00	
4+00	100.00	10.00	22350.00	22350.00	22350.00	
5+00	100.00	10.00	22350.00	22350.00	22350.00	
6+00	100.00	10.00	22350.00	22350.00	22350.00	
7+00	100.00	10.00	22350.00	22350.00	22350.00	
8+00	100.00	10.00	22350.00	22350.00	22350.00	
9+00	100.00	10.00	22350.00	22350.00	22350.00	
10+00	100.00	10.00	22350.00	22350.00	22350.00	
11+00	100.00	10.00	22350.00	22350.00	22350.00	
12+00	100.00	10.00	22350.00	22350.00	22350.00	
13+00	100.00	10.00	22350.00	22350.00	22350.00	
14+00	100.00	10.00	22350.00	22350.00	22350.00	
15+00	100.00	10.00	22350.00	22350.00	22350.00	
16+00	100.00	10.00	22350.00	22350.00	22350.00	
17+00	100.00	10.00	22350.00	22350.00	22350.00	
18+00	100.00	10.00	22350.00	22350.00	22350.00	
19+00	100.00	10.00	22350.00	22350.00	22350.00	
20+00	100.00	10.00	22350.00	22350.00	22350.00	
21+00	100.00	10.00	22350.00	22350.00	22350.00	
22+00	100.00	10.00	22350.00	22350.00	22350.00	
22+80	100.00	10.00	22350.00	22350.00	22350.00	

**CHANNEL BOTTOM WIDTH AND DEPTH**

Station	Width	Depth
0+00	100.00	10.00
1+00	100.00	10.00
2+00	100.00	10.00
3+00	100.00	10.00
4+00	100.00	10.00
5+00	100.00	10.00
6+00	100.00	10.00
7+00	100.00	10.00
8+00	100.00	10.00
9+00	100.00	10.00
10+00	100.00	10.00
11+00	100.00	10.00
12+00	100.00	10.00
13+00	100.00	10.00
14+00	100.00	10.00
15+00	100.00	10.00
16+00	100.00	10.00
17+00	100.00	10.00
18+00	100.00	10.00
19+00	100.00	10.00
20+00	100.00	10.00
21+00	100.00	10.00
22+00	100.00	10.00
22+80	100.00	10.00

**ROOTED TREE LOCATION CENTERS BY STATION**

Station	Tree 1	Tree 2	Tree 3	Tree 4	Tree 5
0+00	22350.00	22350.00	22350.00	22350.00	22350.00
1+00	22350.00	22350.00	22350.00	22350.00	22350.00
2+00	22350.00	22350.00	22350.00	22350.00	22350.00
3+00	22350.00	22350.00	22350.00	22350.00	22350.00
4+00	22350.00	22350.00	22350.00	22350.00	22350.00
5+00	22350.00	22350.00	22350.00	22350.00	22350.00
6+00	22350.00	22350.00	22350.00	22350.00	22350.00
7+00	22350.00	22350.00	22350.00	22350.00	22350.00
8+00	22350.00	22350.00	22350.00	22350.00	22350.00
9+00	22350.00	22350.00	22350.00	22350.00	22350.00
10+00	22350.00	22350.00	22350.00	22350.00	22350.00
11+00	22350.00	22350.00	22350.00	22350.00	22350.00
12+00	22350.00	22350.00	22350.00	22350.00	22350.00
13+00	22350.00	22350.00	22350.00	22350.00	22350.00
14+00	22350.00	22350.00	22350.00	22350.00	22350.00
15+00	22350.00	22350.00	22350.00	22350.00	22350.00
16+00	22350.00	22350.00	22350.00	22350.00	22350.00
17+00	22350.00	22350.00	22350.00	22350.00	22350.00
18+00	22350.00	22350.00	22350.00	22350.00	22350.00
19+00	22350.00	22350.00	22350.00	22350.00	22350.00
20+00	22350.00	22350.00	22350.00	22350.00	22350.00
21+00	22350.00	22350.00	22350.00	22350.00	22350.00
22+00	22350.00	22350.00	22350.00	22350.00	22350.00
22+80	22350.00	22350.00	22350.00	22350.00	22350.00

**US Army Corps of Engineers**

CONTRACT NO. W49122-01-1-0000

PROJECT NO. W49122-01-1-0000-0001

CONTRACT TITLE: BEND 6 YEAR 3 PLAN OF NEW WORK

SHEET NO. C-103

DATE: 10/10/01

SCALE: 1" = 40'

CONTRACTOR: [Name]

DESIGNER: [Name]

CHECKER: [Name]

APPROVER: [Name]