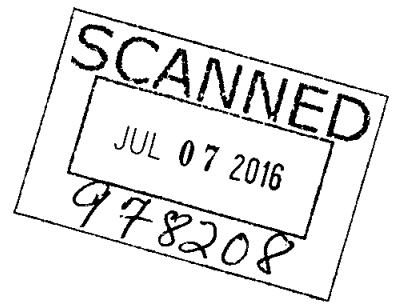


DEPARTMENT OF THE ARMY
RIGHT OF ENTRY



OWNER:

Parcel ID:

St. Louis Airport Site

VP-16, SLAPS (IA-1 THRU 8),
IA-9, and IA-10

VP-16 10k210064 (6685 Frost Ave);
SLAPS 10k110030; IA-9 10k130014;
IA-10 10k110021 (See Exhibit A)

The City of St. Louis, hereinafter called the "Grantor", in consideration of the performance of remedial activities under the Formerly Utilized Sites Remedial Action Program (FUSRAP) by the UNITED STATES OF AMERICA, hereinafter called the "Government" hereby grants to the Government, its agents, employees, representatives, contractors, subcontractors, and assigns, a right of entry upon the property identified in whole or in part as the Parcel Numbers described above, filed in the records of St. Louis County, Missouri and as identified on Exhibit "A" attached hereto, subject to the following terms and conditions:

1. This Right of Entry is granted to the Government, its agents, employees, representatives, contractors, subcontractors, and assigns for the sole purposes of performing surveys and investigations, collecting samples and making test borings and remediating radiological and chemical contamination of soils, groundwater and structures on the property described in Exhibit "A". In furtherance of the foregoing purpose, the Government is permitted to store, move and remove equipment and supplies; excavate and dispose of contaminated soil, backfill and restore the property to its previous condition; and construct, operate, maintain, repair, replace, and remove groundwater extraction, treatment and injection systems and monitoring wells for a period not to exceed three (3) years beginning November 1, 2015.

2. This Right of Entry includes the right of ingress and egress to the property described in Exhibit "A". The Grantor makes no representation as to the suitability or fitness of the property for the intended purposes.

3. Upon the termination of the Right of Entry, the Government, its agents, employees, representatives, contractors, subcontractors, and assigns shall remove all equipment, supplies, and materials placed, stored, or used on the property in connection with this Right of Entry. The Government shall further remove all fixtures, appurtenances, and other improvements furnished, built, or installed on the property, when such restoration is required in connection with the Government's activities, to the extent reasonably practical to the condition existing at the time of initiation of the Government's activities; provided however, that the Government shall not allow to remain on the property any contaminants (a.) that are not now present on the property; (b.) which come to rest on the property in the course of the Government's activities; and (c.) which exceed the standards for the remediation of the site. With

written consent of Grantor, the Government may abandon Government-owned equipment, fixtures, appurtenances, and other property taken 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 the period of this Right of Entry unless abandoned pursuant to the aforesaid conditions.

4. The Government shall have the right to patrol and police the property described in Exhibit "A" during the period of this Right of Entry.

5. The Government shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Government, its agents, employees, representatives, contractors, subcontractors, and assigns on the premises. During the performance of the activities specified in the Right of Entry, the Government, its agents, employees, representatives, contractors, subcontractors, and assigns shall not unreasonably interfere with the Grantor's use and enjoyment of the premises or the operation of Lambert-St. Louis International Airport.

6. If any act or omission of the Government, its agents, employees, representatives, contractors, subcontractors, and assigns in the exercise of the right granted herein results in damage to a parcel of real property owned by the Grantor, the Government will either repair such damage or make an appropriate settlement with the Grantor. In the event that the cost of repairing the damage exceeds the fair market value of the parcel that was damaged at the time immediately preceding such damage, the Government reserves its authority to acquire that parcel, or portions thereof, by voluntary purchase or eminent domain; provided, that nothing herein shall be construed as a waiver of the Grantor's right to contest or oppose the Government's authority to acquire that parcel, or portions thereof. Nothing herein shall be construed to preclude any claim for consequential damages that the Grantor may have against the Government, its agents, employees, representatives, contractors, subcontractors, and assigns as a result of such damage to real property owned by the Grantor. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in the 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 Grantor may have to make a claim under applicable laws for any damages other than those provided for herein.

7. With regard to the use of the land by the Government, its agents, employees, representatives, contractors, subcontractors, and assigns, the Government shall be responsible and liable, to the extent allowable or authorized by federal law, for any property damage or personal injury that is caused by or results from any act or omission by the Government, its agents, employees, representatives, contractors, subcontractors, and assigns in

connection with or related to this Right of Entry. The Government reserves the right, however, to seek legal redress from third parties which may have caused, or contributed to, the damages or injuries. The Government shall however, assume no liability for any damages to persons, property, or any other liability if and to the extent that insurance carried by the Government's contractor provides coverage for such damages or other liability.

Conversely, the Grantor shall not be responsible or liable for any property damage or personal injury that is caused by or results from any act or omission by the Government, its agents, employees, representatives, contractors, subcontractors, and assigns in connection with or related to this Right of Entry, and are not due to the negligence of the Grantor.

The Government shall take all such steps of actions as necessary or appropriate to effectuate this provision.

8. Nothing in this Right of Entry shall be construed as providing the Grantor with the right to control, direct, supervise, or advise the Government, its agents, employees, representatives, contractors, subcontractors, and assigns regarding any remedial site activities performed by the Government, its agents, employees, representatives, contractors, subcontractors, and assigns on the property. The Government and the Grantor acknowledge and agree that no action of the Grantor shall be construed or intended to be considered as constituting disposal or arranging for disposal of any contaminated material on the premises.

9. This Right of Entry represents the entire understanding of the parties on this matter and no oral statements or collateral documents may modify this agreement.

10. This Right of Entry may not be amended or superseded except by an agreement in writing executed by the Grantor and Government. However, the Director of Airports on behalf of the Grantor may add or delete property, subject to this Right of Entry, describing said property by amending the exhibits if said addition or deletion is in the best interest of the Grantor.

11. All notices regarding the specific terms and conditions of this Right of Entry shall be in writing and shall be effective upon personal delivery, upon verified facsimile receipt, or upon receipt by registered or certified mail at following respective addresses.

If to the Government:

Chief, Mississippi Valley Division
Region Real Estate Division North
180 5th St. E #700
St. Paul, MN 55101

If to the Grantor:

Airport Properties Department
Lambert-St. Louis International Airport
P.O. Box 10212
St. Louis, MO 63145

12. This Right of Entry and the parties' commitments within, shall be binding on parties, their successors, and assigns.

13. This Right of Entry may be terminated by either party hereto upon thirty (30) days written notice of (a.) a breach of the Right of Entry by either party; (b.) a failure to perform or satisfy a right, duty, or obligation by this Right of Entry; (c.) a failure to perform the work permitted by this Right of Entry; (d.) the performance of any action not permitted by law; or (e.) an act or omission that causes or threatens to cause irreparable harm to human health or the environment. The right, obligation, and duties of these parties hereto pursuant to paragraphs 3, 6, 7, and 12 shall survive the termination of this Right of Entry.

14. The Government shall provide the Grantor with regular progress reports, detailing remedial actions taken at the property described in Exhibit "A". Such progress reports shall at a minimum be provided to the Grantor on a quarterly basis and should be directed to the attention of the Airport Environmental and Safety Department, Lambert-St, Louis International Airport, P.O. Box 10212, St. Louis, MO 63145.

Grantor shall refer any and all urgent matters, specific to this Right of Entry, to the attention of Program Manager FUSRAP Office, St. Louis District Corps of Engineers 8945 Latty Avenue, Berkeley, MO 63134.

The above terms and conditions are acknowledged and agreed upon as indicated by signatures affixed below:

Grantee: FOR the UNITED STATES OF AMERICA

By: SOMMERLAND,KEVIN.J.1 231189048
Digitally signed by SOMMERLAND,KEVIN.J.1:231189048
DN: c=US, o=U.S. Government, ou=DoD, ou=PA,
ou=USA, cn=SOMMERLAND,KEVIN.J.1231189048
Date: 2015.12.11 10:55:11 -0600

KEVIN J. SOMMERLAND
REAL ESTATE CONTRACTING OFFICER
REGION REAL ESTATE DIVISION NORTH

Grantor: The City of St. Louis, Missouri operating Lambert-St.
Louis International Airport

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year last written below.

The foregoing Permit was approved by the Airport Commission at its meeting on the 7 day of OCT, 2015.

THE CITY OF ST. LOUIS BY:

Paula Karr-Huberg 10/15.
Commission Chairperson Date
and Director of Airports

APPROVED AS TO FORM ONLY BY:

William Calvert 10/29/15
City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Debra L. 10 11/13/15
Comptroller Date
City of St. Louis

ATTESTED TO BY:

Karen Jackson 11/17/15
Register Date
City of St. Louis

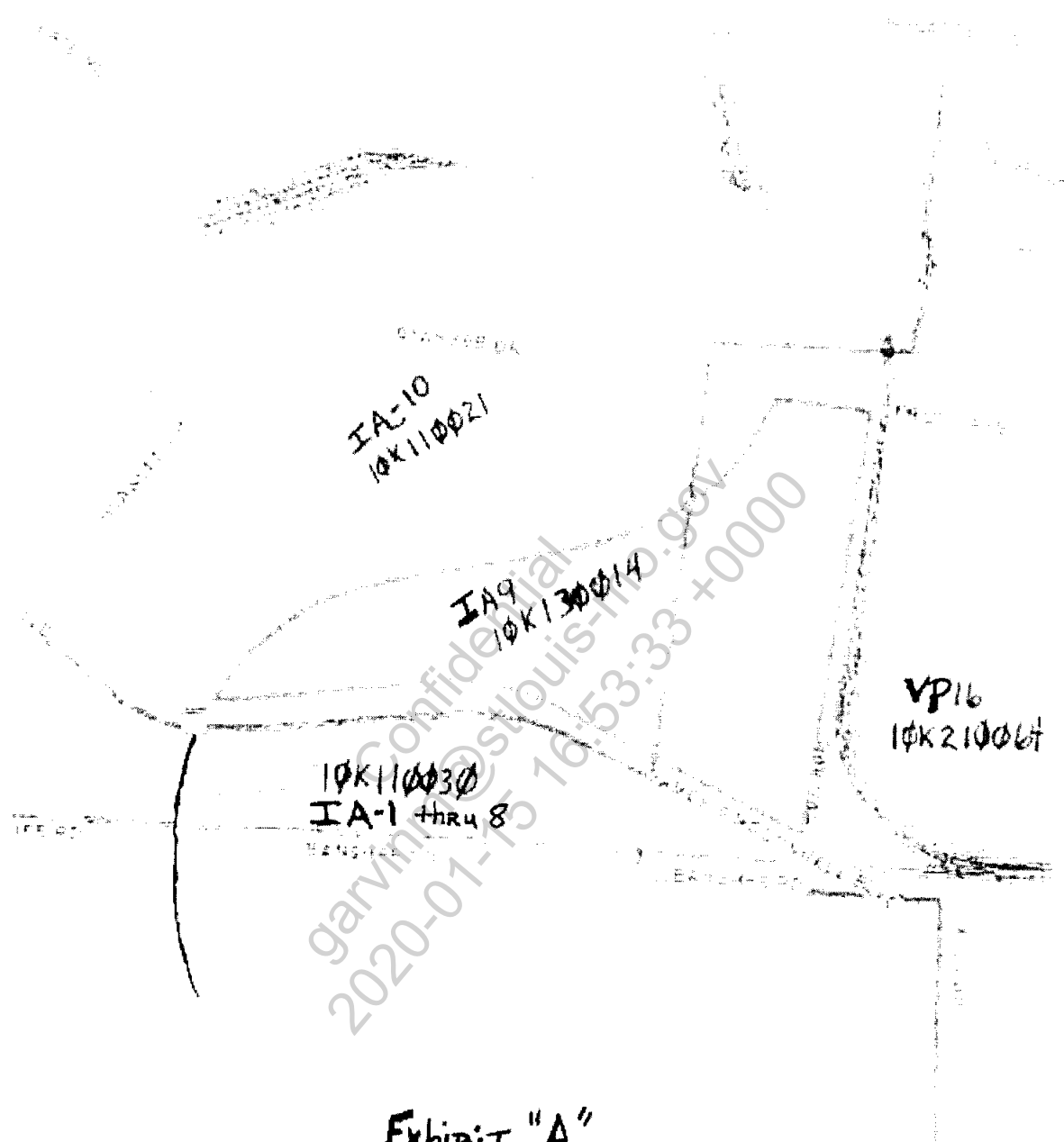
COMPTROLLER'S OFFICE
DOCUMENT NUMBER 69250

The foregoing Permit was approved in substance by the Board of Estimate and Apportionment at its meeting on the 2nd day of November, 2015.

Kudra Watson 11-2-15
Secretary Date
Board of Estimate & Apportionment

Exhibit “A”

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:53:33 +0000



33 COUNTY 1 PUBLIC RECORDS & BUREAU COUNTY