RIGHT-OF-ENTRY AGREEMENT
NO. N40080-21-RP-00066

THIS RIGHT-OF-ENTRY AGREEMENT, hereinafter called AGREEMENT, is made and entered by and between NORTHERN VIRGINIA TRANSPORTATION COMMISSION and POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION dba Virginia Railway Express (VRE), hereinafter called the OWNER, and the UNITED STATES OF AMERICA, acting by and through the Naval Facilities Engineering Systems Command Washington, hereinafter called the NAVY.

WHEREAS, NAVY and OWNER have been in discussions regarding the Acquisition of land located in the Town of Quantico, Dumfries Magisterial District, Prince William County, Virginia in Quantico, Virginia, within the area as described and shown in Exhibit A, hereinafter called PROPERTY.

WHEREAS, NAVY needs to use said PROPERTY prior to Acquisition for construction laydown and fencing for work to be done on NAVY property, erosion and sediment control trap in order to facilitate demolition and construction in the area on NAVY property, performance of Phase 1 Environmental Site Assessment, and other non-possessory tasks required in preparation for Acquisition of the PROPERTY.

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. The OWNER hereby grants to the NAVY, and its designated representatives (including but not limited to agents, contractors, etc.), a non-exclusive right to enter onto the PROPERTY in order to setup a construction fence, an erosion and sediment control trap to facilitate demolition and construction in the area on NAVY property as shown in Exhibit B, perform Phase 1 Environmental Site Survey Analysis, and any other non-possessory actions required to prepare for Acquisition of the PROPERTY.

2. The OWNER and the NAVY agree that this AGREEMENT will be governed by Federal Law in accordance with the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 28 U.S.C. 2671 et seq. AGREEMENT, for itself, its employees, agents, servants, contractors and all others connected in any way with the work described in this AGREEMENT, accepts the PROPERTY in an "as is -where is" condition understanding that OWNER does not warrant or promise anything about the safety and/or suitability of the property for NAVY’s entry.

3. The OWNER shall not be responsible or otherwise liable for any damage to
NAVY, its employees agents, servants, contractors, and all others connected in any way with NAVY’s use caused by forces of nature or by any other cause, including acts of OWNER’s employees, agents, contractors, or any third parties; provided, however, OWNER shall be responsible to NAVY for damages caused by OWNER's gross negligence or willful misconduct toward NAVY, its employees, agents, servants, contractors, and all others connected in any way with NAVY’s use of the property, as determined in accordance with applicable provisions of Virginia law.

4. The NAVY is not considered as acquiring a permanent real estate interest in property not already belonging to NAVY at this time, but is looking to acquire the property in the near future.

5. If the death or injury to any person, or the loss of or damage to any property is caused by the NAVY, its agents, servants, and employees in the course of its use of the property, the liability, if any, of the UNITED STATES OF AMERICA therefore shall be determined in accordance with applicable provisions of Federal law.

6. The rights granted herein shall be in effect from the date of execution of this Agreement through 30 September 2021, except that all rights granted herein shall automatically terminate upon the conveyance or transfer of title to said land to any party. Upon the termination or expiration of this Agreement, the NAVY will remove all of its personal property from said PROPERTY.

7. The NAVY will notify the OWNERS before entry is made on the land. Said notice may be provided either in writing or by telephone to the OWNERS as follows:

   Mr. Rich Dalton – Chief Executive Officer
   Virginia Railway Express
   1500 King Street, Suite 202
   Alexandria, VA 22314
   Email: rdalton@vre.org
   Office Phone: (703) 838-5439
   Mobile Phone: (571) 327-6355

8. The Right-of-Entry granted herein may be terminated by the OWNERS upon the provision of ninety (90) days advance written notice to the NAVY. Such written notice shall be provided to the NAVY at the following address:

   Department of the Navy
   Naval Facilities Engineering Systems Command
   Washington
   1314 Harwood Street SE
   Building 212, Code RE
   Washington Navy Yard, DC 20374
   Email: holland.hargrove@navy.mil
IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Entry Agreement as of the date written below.

OWNER

By: ____________________________
   RICH DALTON, CEO

UNITED STATES OF AMERICA

By: _________________________
   ERIC W. CRAFTON
   Real Estate Contracting Officer
   NAVFAC Washington

WITNESSES:

Name: _______________________

Name: _______________________