

**MILITARY TRAINING AND OPERATIONS
RIGHT-OF-ENTRY PERMIT**

JTF-N

Contract No. _____

Owner: Cochise County Arizona

County and State: _____

Cochise County, Arizona

Property Description: _____

N31.4724 / W-109.5903

Bisbee Douglas International Airport / BDI

The undersigned, hereinafter called the "Owner" hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry permit upon the following terms and conditions:

1. The Owner hereby grants to the Government the right to enter upon the lands hereinafter described ("the land") at any time within the following period: 01/01/2012 through 12/31/2012, in order to carry out military training and operations on said lands by the Government.
 - a. The purpose of the work is for military training and operations.
 - b. Construction in connection with the use of this site is not required.
 - c. The use of military equipment, including tracked and wheeled vehicles, aircraft, aircraft flights, and/or landings in and over this land may be involved as a part of this military training operation.
 - d. The property may be used for bivouac and logistical support.
 - e. If required by Federal or state law, the Government has the right to conduct environmental studies on the land.
2. This permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and

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egress is necessary and not otherwise conveniently available to the Government.

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 within a reasonable period after the expiration of this right-of-entry permit.

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, in its sole discretion, 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 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 herein.

5. The Owner shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Owner.

6. The Owner (does/does not) grant the Government the right to use any buildings, timber or any other products of the land.

7. This permit may be terminated by either party upon 30 days written notice.

8. Notice of Termination or Claims shall be mailed to the Government at the address noted below and to the Owner at the address shown hereon.

9. The land affected by this right-of-entry permit is located in the State of Arizona, County of Cochise, and is described as follows:

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(Where the description is not available, attach a Map with the property specifically labeled and outlined in RED.)

10. The following additional restrictions on use of the land will apply:

WITNESS my hand this _____ day of November _____, 20¹¹__.

Witness

Owner's Signature

Owner's Name

Owner's Telephone Number

Owner's Address

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Consent of Tenant: (if applicable)

I hereby consent to the use of the property by the Government in accordance with this permit.

Witness

Tenant's Signature

Tenant's Name

Tenant's Telephone Number

Tenant's Address

