

May 11, 2005

Real Estate Division

SUBJECT: Immediate Right-of-Entry No. DACA63-9-05-0535, Ft Bliss, Texas

Mr. Edmund G. Archuleta
1154 Hawkins Blvd.
El Paso, Texas 79915

Dear Mr. Archuleta:

This correspondence is in response to your request for a right of entry for the construction of a Desalination Plant and supporting infra-structure on Ft Bliss, Texas. Under the authority granted to the Department of the Army, pending consummation of the Easement, I do hereby grant to the City of El Paso, an immediate right-of-entry upon the installation to initiate construction on the property as outlined on the enclosed Map, subject to the following conditions:

- a. Because of the urgency expressed by the City of El Paso to proceed with construction, the United States agrees to this temporary right-of-entry. In return, the City of El Paso, agrees to execute, accept and be bound by an easement to be drafted by the Department of the Army following the right-of-entry, and to such terms and conditions which the Department of the Army may deem to be reasonable and proper to protect its interests. This right-of-entry shall expire upon execution of the easement described above, but in no instance shall the term of this right-of-entry exceed two years from the date of its execution. This right-of-entry is revocable at will by the Department of the Army.
- b. The City of El Paso, agrees to coordinate all construction activities with Mr. Bill Tipton at the Ft Bliss Real Property Office at telephone (915/568-3399), prior to entering the installation.
- c. It is understood that this right-of-entry is effective only insofar as the rights of the Department of the Army in the property involved are concerned; that the grantee shall obtain such other permission for its activities as is necessary; and that the grantee shall honor and comply with any and all existing rights, laws, ordinances, rules and regulations which may be applicable to the proposed construction.
- d. The possibility exists that buried cultural deposits will be discovered during construction activities. Should cultural deposits be discovered, work will immediately cease and The City of El Paso will notify Mr. Tipton as outlined in b above. The City of El Paso will not resume work in the area of the deposits until clearance to proceed has been given. The Department of the Army shall not be responsible for any claim, demand or

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~~Edmund G. Archuleta~~

~~Bill Tipton~~

cause of action arising from such discovery or any delays resulting therefrom.

- e. The Department of the Army shall not be responsible for damages hereunder to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantees officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the Department of the Army harmless from any and all such claims due to negligence of the grantee.
- f. In order to minimize the impact of entry and construction activities in connection with this right of entry, the City of El Paso agrees to adopt and follow the mitigation plan developed in connection with this project as outlined in Attachment "1" attached hereto and made a part hereof.

If this right of entry is acceptable under these conditions, request that your acceptance be shown by execution of both originals of this agreement. Please return the executed agreement to this office, ATTN: CESWF-RE-MD and retain one original for your files. You may direct any questions concerning this agreement to Mr. George Mitcham, (817) 886-1117.

Sincerely,

Bobby J. Camp

Bobby J. Camp
Acting Chief, Real Estate Division

Enclosure

The foregoing right-of-entry is hereby accepted, subject to the above conditions, this 13th day of May, 2005.

City of El Paso, Texas

[Signature]

By: General Manager

Title: Senior Mgr.

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~~EXHIBIT A~~ 8/3