

**COUNTY OF SUFFOLK
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION**

Property Owner

Name: _____

Permanent Mailing Address: _____

Email Address: _____ Phone No.: _____

Right-of-Entry Parcel Description

Tax Map: _____/Block: _____/Lot(s): _____

Address: _____

County of Suffolk, State of New York

For: The Fire Island Inlet to Montauk Point Storm Damage Reduction Project, Reformulation Study; and The Fire Island Inlet to Moriches Inlet Fire Island Stabilization Project

The undersigned, hereinafter called the "Owner", hereby grants to the COUNTY OF SUFFOLK, their contractors, employees, representatives and assigns, hereinafter called the "County," a right-of-entry upon the following terms and conditions:

1. By signing this document the owner represents that he/she has the right to grant access to the County.

2. The Owner hereby grants to the County an irrevocable right to enter upon the lands herein described at any time within a period of three (3) years from the date of this instrument in order to survey, stake out, appraise, bore, take soil and/or water samples, and perform any other such work which may be necessary for the County to complete the above listed projects.

3. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described herein, provided that such ingress and egress is necessary to access the lands described herein, and that the lands described herein are not otherwise conveniently accessible to the County.

4. All tools, equipment, and other personal property owned by the County taken upon or placed upon the land by the County shall remain the property of the County and may be removed by the County at any time within a reasonable period after the expiration of this right-of-entry.

5. If any action of the County in the exercise of this right-of-entry results in damage to the real property, the County will, at its option, either repair such damage or make an appropriate offer of settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of fee interest of the real property at the time immediately preceding such damage.

The provisions of this clause are without prejudice to any rights that the Owner may have to make a claim under applicable laws for any other damages than provided herein.

6. The land affected by this right-of-entry is located in the COUNTY OF SUFFOLK, STATE OF NEW YORK as described as:

Tax Map: _____/Block: _____/Lot(s): _____

Person(s) to be contacted: _____

{Owner} {Tenant} {Other}

Telephone: _____

Email: _____

Owner Signature: _____

Date: _____

STATE OF NEW YORK }

SS:

COUNTY OF SUFFOLK }

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

By: _____

Notary Public

COUNTY OF SUFFOLK

By: _____ (Signature)

PRINT NAME AND TITLE

Date: _____

Please mail two (2) signed, notarized originals to: Janet Longo, Acquisition Supervisor, Suffolk County Division of Real Property Management and Acquisition, P.O. Box 6100, 100 Veterans Memorial Highway, Hauppauge, NY 11788 no later than October 1, 2014.