

APPENDIX G  
SAMPLE DEED LANGUAGE

Reversionary Interest:

From ER 405-1-12, Change 12, 27 Oct 80

PROVIDED, HOWEVER, that if any portion of the above described tracts is used for any purpose other than the purpose designated above then all right, title and interest in and to the portion of the tract so used shall revert to and become the property of the United States at its option and it shall have the immediate right of entry upon said premises, subject to the conditions hereafter set forth.

In the event of a breach of the above condition pertaining to \_\_\_\_\_ use, the Grantor shall, before claiming any forfeiture, give notice in writing of said breach, and of its intention to exercise said option, to the then occupant of the premises. Said occupant shall have a period of sixty (60) days after receipt of said notice to correct and cure said breach. The right of entry of the Grantor shall arise and become exerciseable only after the termination of said sixty (60) day period and failure of the then occupant to correct or cure said breach.

In the event of the failure or refusal of the then occupant of said premises to correct or cure said breach within the time limited, and after exercise by the Grantor of its right of entry, said occupant shall have a reasonable time, not to exceed 120 days, to remove any improvements that have theretofore been placed upon said premises. Such right of removal shall under no circumstances permit such occupant to cause damage to the land involved. In the event that said occupant fails to remove said improvements within the time limited, they shall become the property of the United States.

Failure of the United States to exercise its right of entry upon breach of the above condition pertaining to \_\_\_\_\_ use shall not be construed as a waiver or relinquishment of said right.

EP 1110-1-24  
15 Dec 00

Temporary Environmental Response Easement Language

From DERP-FUDS Manual, July 1996

An assignable easement and right-of-way in, on, over, and across the land described in Schedule A, for a period not to exceed (years) years, beginning with the date of the signing of this instrument, and terminating with the earlier of the completion of the remediation or the filing of a notice of termination in the local land records by the representative of the United States in charge of the (Project Name), for use by the United States, its representatives, agents, contractors, and assigns, as a work area for environmental investigation and response; including the right to store, move, and remove equipment; and supplies; erect and remove temporary structures on the land; investigate and collect samples; (evacuate and remove ordnance and explosive waste, pollutants, hazardous substances, contaminated soils, containerized waste, and replace with uncontaminated soil); (additional description of work); and perform any other such work which may be necessary and incident to the Government's use for the environmental investigation and response on said lands under the Project; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however; to the landowner(s), their heirs, executors, administrators, successors, and assigns, all such right, title, interest, and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired.