

**ACCESS AGREEMENT FOR
SAMPLING OF DRINKING WATER**

This agreement is between _____ (“OWNER”) and the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Systems Command Washington, 1314 Harwood St SE, Washington Navy Yard, DC 20374, (the “NAVY”).

WHEREAS, the OWNER owns certain piece(s) of real property located at _____, Maryland [ADDRESS]; and

WHEREAS, the NAVY seeks access to the Premises to conduct drinking water sampling in support of its Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) response action on private properties.

NOW THEREFORE:

1. For and in consideration of the mutual benefits to be derived, the OWNER grants the NAVY a non-exclusive right to enter the Premises to conduct drinking water sampling on _____, 2025.
2. The NAVY’s work to be performed on the Premises includes collecting tap water. The NAVY will endeavor to perform the work so that it does not unreasonably interfere with the OWNER’s use of the Premises.
3. The NAVY shall bear the costs of all activities performed under this Agreement by its officers, employees, and authorized representatives, including contractors and subcontractors, on the Premises, with no cost or expense to the OWNER.
4. The NAVY will provide the OWNER drinking water sampling results to the extent allowed by Federal law.
5. In signing this Agreement, the OWNER acknowledges that geographical information in the form of latitude and longitude coordinates of sampling locations on the Premises will be associated with specific sampling results shared with regulatory agencies supporting Department of Defense’s cleanup efforts and may become publicly available. Personally identifiable information (PII), such as names and addresses, will not be released and will remain protected from public release by the Freedom of Information Act (5 U.S.C. § 552).
6. Nothing contained in this Agreement is intended, or should be interpreted, to require an obligation or expenditure of funds by the Navy in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

Owner’s Signature: _____

Date: _____