

**DEPARTMENT OF ENERGY**

**EASEMENT FOR ROAD/STREET (OUTGRANT)**

**PROJECT:**

**PURPOSE:**

THE DEPARTMENT OF ENERGY, designated as the "Grantor", having determined that the granting of this instrument on the terms and conditions herein stated is not incompatible with the public interest, hereby grants to \_\_\_\_\_, its successors and assigns, designated as the "Grantee," an easement for a right-of-way for a public road or street over, across, in, and upon Government-owned facilities, together with ingress and egress, for the purpose of \_\_\_\_\_, designated as "facilities" or "premises." This area contains approximately \_\_\_\_\_ acre(s) and is described in Exhibit(s) \_\_\_\_\_ and depicted on Exhibit(s) \_\_\_\_\_, which are made a part of this Easement.

THIS EASEMENT is granted subject to the following terms and conditions:

1. TERM/TERMINATION RIGHTS - This Easement shall be valid upon execution by the Department of Energy and shall be for a term beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Easement may be terminated by the Grantor for failure, neglect, or refusal by the Grantee to fully and promptly comply with any and all of the conditions of this Easement, or for nonuse for a two-year period, or for abandonment.
2. AUTHORIZED REPRESENTATIVES - The Grantor's representative shall be the Realty Officer, Routing Symbol, U.S. Department of Energy, Address and Phone #. The Grantee's representative shall be \_\_\_\_\_ in \_\_\_\_\_. Any changes in the designated representatives or in their respective addresses shall be given in writing to the other.
3. NOTICE - No notice, order, direction, determination, requirement, consent, or approval under this Easement shall be of any effect, within the restrictions of this Easement, unless provided in writing to the authorized representative at the address set out in Condition 3.
4. PROVISIONS OF EASEMENT GRANTED - The installation and/or operation and maintenance of the facilities shall be accomplished without cost or expense to the Grantor under the general supervision and subject to the approval of the representative having immediate jurisdiction over the property, designated as the Grantor's "local representative". The said work shall be accomplished in such a manner as not to conflict with the rights of the Grantor nor to endanger personnel or property of the Grantor on Government-owned land.
5. PROTECTION OF PROPERTY - All portions of the facilities shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee. Any property

of the Grantor damaged or destroyed by the Grantee incident to the use and occupation of the premises shall be promptly repaired or replaced by the Grantee to the satisfaction of the Grantor or in lieu of such repair or replacement the Grantee shall, if so required by the Grantor, pay to the Grantor money in an amount sufficient to compensate for the loss sustained by the Grantor by reason of damages to or destruction of the Grantor's property.

6. TRANSFERS/ASSIGNMENTS - The conditions of this instrument shall extend to and be binding upon and shall inure to the heirs, representatives, successors, and assigns of the Grantee. The Grantee shall neither transfer nor assign this Easement or any property on the premises, nor sublet the premises or any part of the property, nor grant any interest, privilege, or license whatsoever in connection with this Easement without the express permission of the Grantor.

7. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Easement or to any benefit arising from it. However, nothing contained within this Easement shall be construed to extend to any incorporated company if the Easement be for the corporation's general benefit.

8. NONDISCRIMINATION - Usage of the premises or facilities will be operated in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap, or national origin, be excluded from using the premises or facilities under this Easement.

9. COVENANT AGAINST CONTINGENT FEES - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Grantor shall have the right to annul this Easement without liability or, in its discretion, to require the Grantee to pay the full amount of such commission, percentage, brokerage, or contingent fee.

10. ENVIRONMENT - The Grantee shall not unlawfully pollute the air, ground or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this Easement or activities incident to it and, where damage nonetheless occurs, the Grantee shall be liable to restore the damaged resources. The Grantee shall at no cost to the Government promptly comply with present and future Federal, State, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the Grantee's right to contest their validity or enjoin their applicability. The Grantee shall not be responsible for pollution caused by others. If the Grantee discovers contamination on the premises, the Grantee shall immediately cease activities and notify the Grantor's representative.

11. CULTURAL ITEMS - The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the Grantor's representative and protect the site and the material from further disturbance until the Grantor gives clearance to proceed.

12. LAWS, ORDINANCES, REGULATIONS - Grantee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters.

13. GRANTEE RESPONSIBILITY - The Grantee shall supervise the facilities and cause them to be inspected at reasonable intervals and shall immediately repair any damage found as a result of the inspection or when requested by the Grantor's representative to repair any defects. Upon completion of the installation of the facility and/or the repairs, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that which existed prior to commencement of such work, to the satisfaction of the Grantor. Grantee shall comply with such rules and regulations regarding Government security, ingress, egress, safety, sanitation, etc. as may be prescribed from time to time by the Grantor.

14. GRANTOR RESERVATIONS - The Grantor reserves to itself the right to construct, use, and maintain across, over and/or under the right-of-way granted any necessary electric transmission, telephone, telegraph, water, gas, gasoline, oil, sewer lines, and other facilities in such manner as not to create any unreasonable interference with the use of the right-of-way granted within this Easement.

15. THIRD-PARTY RESERVATIONS - This Easement is granted subject to such other rights that may be outstanding in third parties in, on, over, and/or across the easement area.

16. GRANTOR INDEMNITY - The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, use, and occupation of the premises or for damages to the property of the Grantee, or for injuries to the persons of the Grantee (if an individual), or for damages to the property or injuries to the persons of the Grantee's officers, agents, servants, employees, or others who may be on the premises at their invitation or the invitation of any one of them, arising from Governmental activities, and the Grantee shall hold the Grantor harmless from any and all such claims.

17. GRANTOR CONNECTION RIGHTS - The Grantor reserves the right to make or maintain such connections to the road and crossovers between the public road and adjacent property or roads of the Grantor as it may from time to time consider to be necessary, consistent with traffic safety and other requirements of law; provided, however, that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way for road purposes.

18. GRANTOR POSTING OF SIGNS - The Grantor reserves the right, with the agreement of the Grantee, to erect and maintain on the public road right-of-way billboards, signs, or posters relating to safety and security of the Grantor. The size and location of such will be subject to agreement of the Grantor and Grantee consistent with traffic safety, local zoning requirements, and other requirements of law.

19. GRANTOR CLOSURE/REGULATION RIGHTS - The Grantor reserves the right, after consultation with the Grantee, to close or regulate traffic over the public road whenever the Grantor deems such actions necessary in the interest of public health, safety, and national security and defense, and that such right is exercisable in times of perceived, threatened, or actual emergency, and that such right does not extend to the routine day-to-day operation, regulation, and control of traffic over such public access road, such being the right of the Grantee.

20. BOUNDARY OR SURVEY MONUMENTATION - The Grantee shall not disturb, obliterate or destroy any land boundary or survey monument on the premises without prior approval from the Grantor's representative.

21. WETLANDS AND FLOODPLAINS - All activity within any flood plain or jurisdictional wetlands must comply with applicable Federal, State, and local laws, rules or ordinances governing land use in flood plains or wetlands.

22. TIMBER - The Grantee shall notify and obtain written approval from the Grantor prior to cutting any trees within the right-of-way area on the premises.

23. GRANTEE'S PLANS AND SPECIFICATIONS - The Grantee shall submit final plans and specifications of proposed construction to the Grantor's local representative and obtain his/her approval prior to commencement of construction.

24. GRANTEE PERFORMANCE - The failure of the Grantor to insist in any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions and the Grantee's obligations with respect to any such future performance shall continue in full force and effect.

25. GRANTOR'S LIMITATIONS TO GRANT - It is understood that this instrument is effective only insofar as the rights of the Grantor in the premises are concerned and that the Grantee shall obtain such permission as may be necessary on account of any other existing rights.

26. AMENDMENT - This Easement may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

THIS EASEMENT, together with all the conditions thereof, is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

GRANTEE:

\_\_\_\_\_

By: \_\_\_\_\_

Exhibit 2

\_\_\_\_\_  
Notary Public

Title: \_\_\_\_\_

IN WITNESS WHEREOF, I have set my hand by authority of the Secretary of Energy this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

GRANTOR:

By: \_\_\_\_\_  
DOE Real Estate Office

\_\_\_\_\_ Title: Realty Officer  
Notary Public