

PROPERTY ACCESS AGREEMENT

between

FREMONT COUNTY, COLORADO

("AGENCY")

and

[FIRST & LAST NAME] ("PROPERTY OWNER")

BACKGROUND

FREMONT COUNTY, COLORADO ("AGENCY") has retained a team of contractors (led by Stantec Consulting Services Inc. and collectively referred to as the "CONSULTANT") to conduct Environmental Site Assessments (ESAs), site cleanup/reuse planning, and related activities on sites approved by the U.S. Environmental Protection Agency (EPA) for the Fremont County Coalition Brownfields Assessment Grant Project.

If Phase I ESA activities are warranted and requested by the PROPERTY OWNER, property access is required for the CONSULTANT to visually inspect existing conditions and identify if recognized environmental conditions (RECs) are present (as defined by ASTM E 1527-13). Upon completion of a Phase I ESA, the PROPERTY OWNER will be provided a copy of the *Phase I ESA Report* summarizing RECs (if present) and, if necessary, recommendations for supplemental assessment activities (such as a Phase II ESA). If supplemental assessment activities are warranted and requested by the PROPERTY OWNER, additional property access is required for the CONSULTANT to collect environmental samples (i.e. soil, groundwater, soil vapor, and/or air) and/or samples of hazardous building materials to verify the presence, nature and extent of environmental impacts at the property. Prior to conducting Phase II ESA activities, the CONSULTANT will prepare a site-specific Sampling and Analysis Plan (SAP) for review by the AGENCY, PROPERTY OWNER and EPA. Upon completion of the Phase II ESA, the PROPERTY OWNER will be provided a copy of the *Phase II ESA Report*.

REQUEST

[FIRST & LAST NAME] ("PROPERTY OWNER"), hereby grants the AGENCY and CONSULTANT permission to enter upon the location(s) identified below (collectively referred to as the "site" or "property") to conduct Phase I and/or II ESA and/or cleanup/reuse planning activities (collectively referred to as the "WORK").

Address

Property Parcel Number(s)

PURPOSE

The PROPERTY OWNER is entering into this **PROPERTY ACCESS AGREEMENT** ("AGREEMENT") to authorize the CONSULTANT to enter the property for the purpose of performing the WORK described herein. Without waiver of any protections pursuant to laws in the State of Colorado,

the AGENCY agrees to cause the CONSULTANT to act in accordance with all applicable statutes and regulations for conducting the WORK.

COMMITMENT

In return for the PROPERTY OWNER granting the CONSULTANT access to the property to perform the WORK, the AGENCY agrees to ensure the following:

- i) The CONSULTANT will provide the PROPERTY OWNER with reasonable notice prior to visiting the site or commencing on-site activities.
- ii) The CONSULTANT, to the greatest extent possible, performs the WORK in a way that minimizes interference with any ongoing operations at the property. If the CONSULTANT or PROPERTY OWNER determines that any on-site activity may interfere with site operations, the CONSULTANT will notify and get permission from the PROPERTY OWNER prior to commencing the on-site activity.
- iii) The PROPERTY OWNER will have the opportunity to be present for any on-site activity performed by the CONSULTANT.
- iv) To the extent possible, the CONSULTANT will return the property to the condition that existed prior to commencing on-site activities.

INDEMNIFICATION

The AGENCY agrees to indemnify the PROPERTY OWNER from liability, claims, damages and actions that result from negligent use or occupancy of the property by the AGENCY, subject to the following exceptions: (1.) the AGENCY and its CONSULTANT shall have no obligation to indemnify or hold harmless the PROPERTY OWNER, its heirs, successors or assigns, or any of them, for any claims or damages for which the AGENCY and/or its CONSULTANT would have no liability under the laws of the State of Colorado; and (2.) the agreement of AGENCY to indemnify, as set forth in this paragraph, shall not apply to any claims, actions or damages that (a.) may arise out of, be occasioned by or result from any condition existing on, or which did exist on, the property at the time of the execution of this agreement, or at any time prior to the execution of this AGREEMENT, or that (b.) were caused by the PROPERTY OWNER, its heirs, successors, and/or assigns.

GENERAL CONDITIONS

This AGREEMENT supersedes all prior access negotiations, representations, or agreements, either written or oral between the parties identified herein, unless otherwise expressly stated.

This AGREEMENT may only be amended or terminated by the mutual written agreement of the parties.

This AGREEMENT applies to, and binds, the AGENCY and PROPERTY OWNER.

TERM

This AGREEMENT shall take effect as of the date both parties have signed and dated below. The AGREEMENT shall expire in one year, provided to the extent the AGENCY reasonably determines that additional time is needed to complete the WORK, this AGREEMENT shall continue from month to month until the WORK is complete.

This AGREEMENT is made effective by and between the following parties:

PROPERTY OWNER:

Signature

Name (Print)

Date

Phone Number

Email Address

AGENCY:

Signature

Name (Print)

Title

Date

