



Southwest Jefferson County Mining Site OU-01 Property Screening

PROPERTY ACCESS AGREEMENT (to be completed by property owner)

I have read and agree to the terms and conditions presented below on this form. I understand that this is an agreement granting permission to the United States Environmental Protection Agency (USEPA), its authorized representatives, and the Missouri Department of Natural Resources (MDNR) to enter and perform certain environmental response activities upon the Site described below:

Property Location or Address: _____
Address, City, State

Property Access Granted By: _____
(Please Print Name)

Owner Phone: _____

(Property Owner/Authorized Representative Signature) (Date)

Tenant information Name: _____ Phone: _____

TERMS AND CONDITIONS

RIGHT OF ENTRY TO PREMISES: Grantor (the property owner), consents to and authorizes USEPA, its authorized representatives, and MDNR, collectively the Grantee, to enter and perform certain environmental response activities upon the premises described below.

ENVIRONMENTAL RESPONSE ACTIONS: The environmental response actions to be performed on said property may include the following activities:

- a. Perform property site sketch
- b. Collect soil samples on the property
- c. If a groundwater well is present, conduct groundwater sampling at the wellhead, or if necessary, the primary point of use or other accessible location (kitchen sink, outdoor spigot, etc.).

SAMPLING ACTIVITIES: Grantee agrees to provide Grantor with the results of any and all sampling and/or analysis resulting from Grantee's response activities on the properties.

AGREEMENT NOT TO INTERFERE: The Grantor agrees not to interfere or tamper with any of the activities or work done, or the equipment used to perform the activities, or to undertake any actions regarding the use of said property which would tend to endanger the health or welfare of the Grantees or the environment, or to allow others to use the property in such a manner, during the term of this Agreement.

LIABILITY: USEPA's liability for damages to the property or injuries to persons which result from or are caused by its activities on the property shall be to the extent permitted by the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671 - 2680), and the Federal Employee's Compensation Act (5 U.S.C. §§ 8101 - 8151).

TERM: This access agreement shall be operable for the period of time it takes to complete the environmental sampling and screening activities. Upon completion of the sampling action, all rights and privileges given by the Grantor shall cease, unless extended by a subsequent access agreement.

The Written Permission given by the Grantor is voluntary and without threats or promises of any kind. By my signature I, Grantor, also acknowledge that I am fully authorized to grant such access.

Grantor recognizes that performance of such actions may require some disturbance of my property and that EPA will attempt to minimize such disturbance, and that areas of disturbance will be restored as nearly as possible to prior condition by EPA, subject to the availability of appropriated funds.



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REQUIRED PROPERTY INFORMATION (to be completed by property owner)

Home owner name: _____

Property address: _____

Is there a groundwater well on the property? Circle One: *Yes* *No*

Do you use any method of filtration? (eg. water softener, reverse osmosis) _____

Number of permanent residents: _____

Number and ages of children younger than 84 months (7 years) living at the property: _____

Owner's home mailing address (if different from property address listed above): _____

Comments: _____
