

**SITE ACCESS AGREEMENT**  
**(Identify Site/Property)**

AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (the "Property Owner"), owner of the properties identified as \_\_\_\_\_ (the "Property"), and \_\_\_\_\_ (the "Consultant"), an environmental consulting firm with a principal place of business at \_\_\_\_\_.

WHEREAS, the Property Owner has agreed to participate in the Southern Windsor County Brownfields Reuse Program (the "Program") with the Southern Windsor County Regional Planning Commission (the "SWCRPC"); and

WHEREAS, as part of said participation, the Property Owner agrees to have an environmental site assessment on the Property; and

WHEREAS, The Consultant has been retained by the SWCRPC to perform said environmental site assessment of the Property; and

WHEREAS, The Consultant requires access to the Property for the purpose of performing said environmental site assessment.

NOW THEREFORE, in consideration of the benefits of having an environmental site assessment performed on the Property, the receipt and sufficiency of which is hereby acknowledged by the Property Owner and The Consultant, the Property Owner and The Consultant agree as follows:

1. The Property Owner agrees to allow The Consultant, its employees, officers, agents, contractors, and subcontractors to conduct the environmental site assessment, and any contractors or subcontractors hired by The Consultant, as well as any other authorized representatives, access to the Property for the purpose of conducting the environmental sit assessment. The investigatory environmental site assessment activities to be conducted include, but shall not be limited to:

- a. the taking of such soil, water, and air samples as may be determined to be necessary;
- b. the sampling of any solids or liquids located or disposed of on the Property;
- c. drilling and installation of groundwater monitoring and extraction wells for subsurface investigation and remediation;
- d. temporary excavations for purposes of site evaluation which, after testing, will be backfilled, compacted, and revegetated;
- e. the temporary storage of vehicles and equipment used in the investigation;
- f. the erection of temporary fencing around the work area for the purpose of public safety; and
- g. any other actions related to the investigation of surface or subsurface contamination.

2. The Property Owner agrees to allow The Consultant its employees, agents, and authorized representatives access to the Property for the purpose of conducting, overseeing and/or undertaking other actions in connection with the environmental site assessment.

3. The Parties agree that access to the Property shall be limited to what is reasonably necessary to carry out the investigation.

3.1 The Consultant agrees that the above activities shall not unreasonably interfere with the use or enjoyment of the Property by the Property Owner. The Consultant shall endeavor at all times to minimize inconvenience to the Property Owner, consistent with the need to complete the investigation.

3.2 The Property Owner shall not undertake or perform any act which will interfere with the right of access granted by this instrument.

4. The Consultant, including but not limited to any contractors and subcontractors performing the investigation at the property, shall conduct themselves at the level of skill and care generally exercised by a recognized professional in those fields involved in conducting the investigation, and in full compliance with applicable laws, regulations, orders, and ordinances.

5. The Consultant will obtain all approvals necessary for the investigation on the Property from appropriate authorities having jurisdiction over the Site and the activities to be carried out as part of the investigation.

6. The Property Owner hereby agrees to cooperate with The Consultant, and any contractors and subcontractors performing the environmental site assessment, to provide access to any plans, maps or other documents in the Property Owner's possession which indicate the location of any water, sewer or gas pipelines located on the Property, or any other subsurface structure, including but not limited to underground tanks or septic structures.

7. The Consultant, in consultation with SWCRPC, agrees to provide the Property Owner with any and all test results, report(s) or other documents related to the site investigation of the property in a timely manner.

8. The right of access granted hereby shall terminate upon issuance by The Consultant or WRC of notification that the environmental site assessment has been completed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

PROPERTY OWNER

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

Its:

Duly Authorized

ENVIRONMENTAL CONSULTANT

\_\_\_\_\_

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

Its:

Duly Authorized