

ACCESS AGREEMENT BETWEEN

COURTNEY AND SHAWN CARMAN

AND

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

1. Courtney Carman and Shawn Carman (“Owner” or “Owners”) and the Oregon Department of Environmental Quality (“DEQ”) enter into this Access Agreement (“Agreement”) to facilitate the environmental investigation of, and the performance of removal or remedial actions (as those terms are defined in ORS 465.200 and implementing regulations) at the property located at 268 Alva Park Drive, Eugene.
2. Ownes gives permission, to the extent of its possessory interest in the Subject Property and premises and appurtenances at the Subject Property, to DEQ and its officers, agents, authorized representatives, employees, and contractors to enter the Subject Property for the purpose of carrying out actions authorized by ORS 465.200 through 465.992, in accordance with the terms of this Agreement.
3. DEQ’s actions at the Subject property may include:
 - A. Inspecting fencing on the south side of the Subject Property;
 - B. Repairing, or replacing the fencing following soil excavation activities that DEQ conducted at the adjacent property, 242 Alva Park Drive; and
 - C. Photographing portions of the fencing and surrounding areas at the Subject Property following fencing repairs made at the Subject Property.
4. All tools, equipment, and/or other property brought upon the Subject Property by or at DEQ’s direction remain DEQ’s property.
5. DEQ will provide Owner and, if applicable, Tenant, at least 24 hours verbal notice before undertaking at the Subject Property. To the maximum extent reasonably practicable, DEQ will coordinate and schedule all activities authorized under this Agreement that might disrupt or interfere with the use of the Subject Property, through

<u>Owner:</u>	Name:	Courtney and Shawn Carman
	Address:	268 Alva Park Drive Eugene, OR 97402
	Telephone:	
	E-mail:	

6. DEQ will comply with all applicable federal, state, and local laws at all times while on the Subject Property. DEQ will perform all activities under this Agreement in a manner that will not cause contamination or exacerbate contamination existing at the Subject Property.
7. Owner may observe DEQ while DEQ is undertaking activities at the Subject Property. DEQ will provide Owner with copies of any receipts or reports specific to the fence work. For example, if a fencing contractor is needed to make repairs at the Subject Property, DEQ will provide Owner with a copy of the invoice detailing the repairs.
8. Nothing in this Agreement constitutes an admission of liability by the Owner regarding any release of hazardous substances at or from the Subject Property. DEQ, or its contractors, will pay all costs associated with the fencing activities. Owner shall bear no financial responsibility for the fencing activities described herein.
9. [RESERVED]
10. This Agreement may be assigned by Owner. If Owner makes such an assignment, it will notify DEQ in writing. This Agreement will be binding upon and inure to the benefit of the Parties' respective representatives, successors, and assigns. Any rights or obligations of the Parties under this Agreement that by their nature are continuing rights and obligations, including but not limited to any indemnification provided in Paragraph 11, survive expiration or termination of this Agreement.
11. This Agreement represents the complete Agreement between the Parties with respect to the subject matter hereof. No modification or waiver of any provision of this Agreement is binding unless made in writing and signed by both parties.
12. The term of this Agreement is 120 days from the date of the last signature below. This will allow for delays in the cleanup work and fencing contractor work, and possible corrections, if necessary.
13. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all Parties are not signatories to the same counterpart.

Owner:

Oregon Department of Environmental Quality:

Name:

Brad Shultz

Title: Owner

Manager, WR Cleanup

Date: _____

Date: _____