

ACCESS AGREEMENT BETWEEN

[PROPERTY OWNER'S NAME]

AND

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

1. [Property Owner's Name] ("Owner") 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 [Property Address] ("Subject Property").
2. Owner 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. Sampling, monitoring and inspecting air, surface water, groundwater, and/or soil;
 - B. Sampling and inspecting other materials suspected of containing a hazardous substance;
 - C. Constructing one or more soil borings, test pits and/or excavations; and
 - D. Photographing or videotaping portions of the Subject Property and structures, objects, and materials at the Subject Property as necessary to facilitate environmental investigations or remedial measures.
4. All tools, equipment, and/or other property brought upon the Subject Property by or at DEQ's direction remain DEQ's property.
5. When DEQ determines that continued access to the Subject Property is unnecessary, or upon expiration of this Agreement, whichever is earlier, remove all tools, equipment, and improvements brought upon the Subject Property, and restore the surface condition of areas disturbed by DEQ activities, to the maximum extent reasonably practicable, to a condition equivalent to the condition existing before DEQ's activities. Except with the written consent of the Owner, no waste or materials generated by DEQ's sampling or other activities may be disposed or discharged at the Subject Property.
6. DEQ will coordinate its activities with Owner to prevent, to the maximum extent reasonably practicable, any impairment of access on the Subject Property and any

inconvenience to or disruption of Owner's business on the Subject Property due to DEQ's activities.

7. DEQ will provide Owner at least 72 hours verbal notice before undertaking any sampling or other investigation activity 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:	[Owner Name]
	Address:	[Owner Street Address]
		[Owner City, State, ZIP]
	Telephone:	[Owner Phone]
	E-mail:	[Owner e-mail address]

8. DEQ will comply with all applicable federal, state, and local laws at all times while on the Subject Property and, subject to ORS 465.315(3), secure all necessary permits and authorizations in connection with the activities conducted on the Subject Property under this Agreement. Owner agrees to cooperate fully with DEQ as necessary for DEQ to obtain necessary permits and authorizations. DEQ will perform all activities under this Agreement in a manner that will not cause contamination or exacerbate contamination existing at the Subject Property.
9. Owner may observe DEQ while DEQ is undertaking activities at the Subject Property; provided that any observer must have health and safety training consistent with the requirements of the Health and Safety Plan for DEQ's activities. Upon request, DEQ will provide Owner a copy of available test data, final sample results and analysis reports, toxicity evaluations and other written reports of any description that arise from DEQ's activities at the Subject Property, unless the record is exempt from disclosure under the Oregon Public Records Law.
10. Nothing in this Agreement constitutes an admission of liability by the Owner regarding any release of hazardous substances at or from the Subject Property.
11. The State of Oregon will, to the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, indemnify and hold harmless Owner and Owner's officers, employees, agents, and tenants of the Subject Property from and against any and all claims arising solely from acts or omissions related to this Agreement of the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents. This indemnity and hold harmless does not extend to liability for any claim or damages caused by acts or omissions of Owner, its tenants, or its agents, or by a third party, or that are attributable to contamination already existing on, under or from the Subject Property.
12. 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. Paragraph 11 of this Agreement and any other rights or obligations of the Parties under this Agreement that by their nature are continuing rights and obligations survive expiration or termination of this Agreement.

13. 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.

14. The term of this Agreement is one year from the date of the last signature below.

Owner:

Oregon Department of Environmental Quality:

Name: [Owner Representative]

David Anderson

Title: _____

Manager, Eastern Region Cleanup Program

Date: _____

Date: _____