

**ACCESS AGREEMENT BETWEEN**

**CITY OF CORNELIUS**

**AND**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY**

1. The City of Cornelius (“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 1021 Baseline St, Cornelius, Washington County, Oregon (“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, 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;
  - D. Installing, using and maintaining other monitoring equipment;
  - E. Decommissioning underground storage tanks and associated appurtenances by removal or in place as site conditions allow;
  - F. Removing contaminated soils and groundwater; and
  - G. 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, DEQ will remove all tools, equipment, and improvements brought upon the Subject Property. 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. DEQ will not replace concrete or asphalt surfaces removed to facilitate investigation or remedial measures.
6. RESERVED

7. DEQ will provide Owner at least 72 hours verbal notice before undertaking any sampling or other investigation activity at the Subject Property. Except in an emergency, DEQ will provide Owner at least 30 calendar days' written notice before commencing any excavation or construction, or implementation of a removal or remedial action 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:	City of Cornelius
	Telephone:	503-357-9112
	E-mail:	<a href="mailto:peter.brandom@corneliusor.gov">peter.brandom@corneliusor.gov</a>
	Contact:	Peter Brandom

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. 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.

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.
15. 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: City of Cornelius

Oregon Department of Environmental Quality:





(Signature)

(Signature)

Name: Peter Brandom

Name: Peter Donahower

Title: City Manager

Petroleum Cleanup Section Manager, Northwest  
Region

Date: 04/09/2025

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