

PROPERTY ACCESS AGREEMENT

Between

Prairie Hills Resource Conservation & Development, Inc., Illinois and its Consultants/Contractors (PHRCD),
_____ (COUNTY/CITY/VILLAGE/TOWN)

AND

_____ (PROPERTY OWNER)

BACKGROUND

Prairie Hills Resource Conservation & Development, Inc. (PHRCD) has received a grant from the United States Environmental Protection Agency (USEPA) to inventory, and provide assessment, reuse planning, and public outreach activities for properties within the six-county area served by PHRCD (Fulton, Hancock, Henderson, Knox, McDonough, and Warren Counties in Illinois) that are identified by a Brownfields Advisory Committee (BAC) as priority sites for revitalization or reuse. PHRCD is the lead member of a coalition that includes Fulton, Knox, McDonough, and Warren Counties in Illinois, and the Cities of Macomb and Monmouth, Illinois, although brownfield sites from throughout the six-county area are potentially eligible for use of funding. [PHRCD has entered into a memorandum of agreement with _____, a coalition partner, outlining roles and responsibilities including obtaining access to sites within its jurisdictional area that receive grant funding.]

Assessment activities on priority sites may include: (a) testing for asbestos, lead based paint, or other hazardous building materials within buildings on these sites, (b) completion of Phase I and Phase II Environmental Site Assessments (ESAs), or (c) completion of other types of environmental testing or sampling needed to assess or monitor soil, groundwater, soil vapor, or other environmental receptors. To conduct assessment activities on a priority site, PHRCD personnel and/or the PHRCD'S consultants and contractors, and the COUNTY/CITY/VILLAGE/TOWN will require access to the property. Upon completion of an assessment activity (hazardous materials survey or a Phase I or II ESA), a report will be provided to the PROPERTY OWNER documenting the findings. Additional information of the types of assessment activities that may be performed is provided on Attachment A – Assessment Activity Information Sheet.

REQUEST

PROPERTY OWNER hereby grants PHRCD and its consultants and contractors and the COUNTY/CITY/VILLAGE/TOWN permission to enter upon the property at _____ with Parcel/Tax ID No. _____ to engage in **environmental assessment services (WORK) that may include** testing for asbestos, lead based paint, or other hazardous building materials within buildings on the site; completion of Phase I and Phase II ESAs; completion of other types of environmental testing or sampling needed to assess or monitor soil, groundwater, soil vapor, or other environmental receptors, and possibly other work as listed on Attachment A – Assessment Activity Information Sheet.

PURPOSE

PHRCD, COUNTY/CITY/VILLAGE/TOWN and the PROPERTY OWNER are entering into this Agreement so that PHRCD may enter upon the property to perform the WORK. Without waiver of any protections pursuant to the laws of the State of Illinois, PHRCD and COUNTY/CITY/VILLAGE/TOWN agree to act in accordance with all applicable statutes and regulations in conducting the WORK.

COMMITMENTS

In return for the PROPERTY OWNER granting PHRCD and COUNTY/CITY/VILLAGE/TOWN access to the property to perform the WORK, PHRCD agrees to the following:

- a. Provide the PROPERTY OWNER reasonable notice before commencing any on-site WORK.
- b. To the greatest extent feasible, perform the WORK in a way that minimizes interference with any

ongoing operations. If PHRCDC determines that an on-site activity may interfere with the site operations, PHRCDC will first notify, and consult with, the PROPERTY OWNER before commencing the activity and reach mutual agreement as to the time to conduct the WORK.

- c. Provide PROPERTY OWNER the opportunity to be present for any on-site activity.
- d. Return the property to the general condition that existed immediately prior to PHRCDC commencement of on-site WORK activities, to the extent practicable based on the type of WORK completed.
- e. Provide the PROPERTY OWNER with an electronic copy on disk or by email of each report for the site that is completed as a separate deliverable under the USEPA Grant. These may include sampling and analysis plans, hazardous materials surveys, Phase I ESA or Phase II ESA reports, or Remedial Action Plans. Copies of final reports will be provided when available.
- f. Keep the property free of liens from any contractors performing work on the property that is being funded through the USEPA grant.
- g. Pay for 100% of the costs associated with the WORK through funding provided to PHRCDC by the USEPA grant.

INDEMNIFICATION

PHRCDC, its consultants and contractors, and COUNTY/CITY/VILLAGE/TOWN agree to indemnify the PROPERTY OWNER, its heirs, successors and assigns, from liability, claims, damages and actions that result from the negligent use of the Property by PHRCDC, its consultants and contractors, and COUNTY/CITY/VILLAGE/TOWN, subject to the following exceptions: 1) PHRCDC, its consultants and contractors, and COUNTY/CITY/VILLAGE/TOWN shall have no obligation to indemnify or hold harmless the PROPERTY OWNER, its heirs, successors or assigns, or any of them, for any claims or damages for which PHRCDC, its consultants and contractors, and/or COUNTY/CITY/VILLAGE/TOWN would have no liability under the laws of the State of Illinois; 2) The agreement of PHRCDC, its consultants and contractors, COUNTY/CITY/VILLAGE/TOWN to indemnify, as set forth in this paragraph, shall not apply to any claims, actions or damages (a) that may arise out of, be occasioned by or result from any condition existing on, or which did exist on, the property at the time of the execution of this agreement, or at any time prior to the execution of this Agreement, or (b) that were caused by the PROPERTY OWNER, its heirs, successors, assigns.

In the event of damage to property alleged by PROPERTY OWNER to have been caused by testing or sampling activities, PROPERTY OWNER shall notify PHRCDC as soon as practical after discovery of damage but not more than twenty (20) days following the discovery of the damage. Regardless of discovery of damage, PROPERTY OWNER shall be foreclosed from alleging damages caused by testing or sampling activities sixty (60) days after the final completion of environmental sampling and monitoring activities.

GENERAL CONDITIONS

This Agreement represents the entire agreement between the parties concerning site access for PHRCDC and its consultants and contractors, and supersedes all prior access negotiations, representations, or agreements, either written or oral between the parties unless otherwise expressly stated.

This Agreement may only be terminated by the mutual written agreement of the Parties. Further, any modification to this Agreement shall be in writing unless PHRCDC determines circumstances allow otherwise. Where any agreed-upon modification is verbal, PHRCDC will document the modification, in writing, as soon as practicable.

This Agreement applies to and is binding upon PHRCDC, its consultants and contractors, COUNTY/CITY/VILLAGE/TOWN and the PROPERTY OWNER.

TERM

This Agreement shall take effect as of the date of the signature of the party signing last. Unless terminated sooner by mutual written agreement of the parties, this Agreement shall expire upon PHRCDC, COUNTY/CITY/VILLAGE/TOWN, and the PROPERTY OWNER agreeing that site assessment activities listed

herein are completed. By signing this Agreement, the COUNTY/CITY/VILLAGE/TOWN acknowledges that it has in good faith and due diligence explained the terms of this Agreement to the PROPERTY OWNER. By signing this Agreement, PROPERTY OWNER acknowledges that the COUNTY/CITY/VILLAGE/TOWN has explained the terms of this Agreement and PROPERTY OWNER freely and voluntarily consents to allowing COUNTY/CITY/VILLAGE/TOWN and PHRCD to access the property described herein.

PROPERTY OWNER

Signature

Name (Print)

Title

Mailing Address

Date

Property Address

COUNTY/CITY/VILLAGE/TOWN

Signature

Name (Print)

Title

Mailing Address

Date

PRAIRIE HILLS RESOURCE CONSERVATION & DEVELOPMENT, INC.

Signature

Name (Print)

Title

Mailing Address

Date