



**Big River Mine Tailings Site, OU-1,
Central Middle School
Residential/Sensitive Population
Removal Action (Cleanup)**

PROPERTY ACCESS AGREEMENT

(to be completed by property owner)

I have read and agree to the terms and conditions presented below on this form. I understand that this is an agreement granting permission to the United States Environmental Protection Agency (USEPA), its authorized representatives, and the Missouri Department of Natural Resources (MDNR) to enter and perform certain environmental response activities upon the Central Middle School Campus described in the attached sketch and generally located at 801 Columbia Street, Park Hills, Missouri.

Property Access Granted By: Desmond Maiberry
(Please Print Name)

Desmond Maiberry 7-30-10
(Property Owner/Authorized Rep. Signature) (Date)

TERMS AND CONDITIONS

RIGHT OF ENTRY TO PREMISES: Grantor (the property owner), consents to and authorizes USEPA, its authorized representatives, and MDNR, collectively the Grantee, to enter and perform certain environmental response activities upon the premises described on the reverse side of this form in the site sketch.

ENVIRONMENTAL RESPONSE ACTIONS: The environmental response actions to be performed on said property may include the following activities:

- Conducting a pre-construction site walk
- Excavating of surface soil with elevated lead levels
- Locating equipment and machinery on-site in preparation for and in the course of the remedial action or cleanup
- Obtaining samples from the property
- Backfilling with replacement material and, if applicable, revegetating
- Any other response actions necessary as included in the 2010 Action Memorandum for the Site

SAMPLING ACTIVITIES: Grantee agrees to provide Grantor with the results of any and all sampling and/or analysis resulting from Grantee's response activities on the properties.

RESTORATION OF PROPERTY: The Grantee agrees that said property will be restored as nearly as possible to its original state and condition as found immediately preceding the beginning of activities authorized by this Agreement following completion of the activities.

AGREEMENT NOT TO INTERFERE: The Grantor agrees not to interfere or tamper with any of the activities or work done, or the equipment used to perform the activities, or to undertake any actions regarding the use of said property which would tend to endanger the health or welfare of the Grantees or the environment, or to allow others to use the property in such a manner, during the term of this Agreement.

LIMITATION OF LIABILITY: USEPA's liability for damages to the property or injuries to persons which result from or are caused by the activities on the property shall be, to the extent permitted, limited to the Federal Tort Claims Act, and the Federal Employee's Compensation Act, 28 U.S.C. § 2671, et. seq., 5 U.S.C. § 8101 et. seq., and 31 U.S.C. § 3701 et. seq.

TERM: This access agreement shall be operable for the period of time it takes to complete the environmental response activities. Upon completion of the removal action, all rights and privileges given by the Grantor shall cease, unless extended by a subsequent access agreement.