



U.S. Environmental Protection Agency
Region VII

PROPERTY ACCESS AGREEMENT

I have read and agree to the terms and conditions presented on the reverse side of this form. I understand that this is an agreement granting permission to the United States Environmental Protection Agency (USEPA) or its authorized representatives to enter and perform certain environmental response activities upon the premises described below in the PROPERTY INFORMATION section.

Property Access Granted By: Gary Bingham
(Please Print Name)

Gary Bingham _____
(Property Owner Signature) (Date)

PROPERTY INFORMATION

Resident or Business Name: 65 Owner Renter

Residence or Business Address: 6540 S. Farm Rd. 175
(street) city/state/zip
Ozark, Mo.

If rental, property owned by: Gary Bingham

Owner's mailing address: 6788 North Fremont Rd. Ozark
Mo.

Owner's telephone number- Home: (417) 725-4109 Work: () -

Comments:

RIGHT OF ENTRY TO PREMISES: Grantor (the property owner), consents to and authorizes the United States Environmental Protection Agency (USEPA) or its authorized representatives, collectively the Grantee to enter and perform certain environmental response activities upon the premises described in the PROPERTY INFORMATION section on the reverse side of this form.

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

- a. Locating equipment and machinery on-site in preparation for and in the course of the environmental response;
- b. Obtaining samples from property owner's property;
- c. Planning and implementing the removal action on or near Grantor's property.

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.

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 environmental response activities.

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.

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 by 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.

AUTHORITY FOR ENVIRONMENTAL RESPONSE ACTIONS: The activities to be implemented by EPA under this agreement are pursuant to Section 104 of CERCLA, 42 U.S.C. 9604. EPA's right of access to the property for in Section 104(e) of CERCLA, 42 U.S.C. 9604(e), which provides entry for, "determining the need for response, or choosing or taking any response action under this title, or otherwise enforcing the provisions of this title."

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