



U.S. Environmental Protection Agency

Viburnum Trend Lead Haul Roads Site

Region VII
11201 Renner Rd
Lenexa, KS 66219

Access Agreement to
Perform Soil Sampling

PROPERTY ACCESS (To be completed by property owner)

The U.S. Environmental Protection Agency (EPA) is attempting to complete sampling of all residential properties that have not been previously sampled or were previously sampled but require temporally relevant data at the Viburnum Trend Haul Roads Superfund Site for residential soils cleanup. Soil sampling and analyses will determine the levels of lead in the surface soils. Permission to perform soil sampling must be obtained from the property owner. Your cooperation is requested to grant EPA and its contractors access to your property. You will be provided all results of sampling. For further information and questions, please contact Kirk Mammoliti, EPA On-Scene Coordinator at (913) 551-7902 or the Community Involvement Coordinator for the Site at 1-800-223-0425.

Printed Name of Property Owner Granting Access: _____
(Property Owner's Printed Name)

(Property Owner's Signature)

(Date)

NOTE: This access agreement will be operable until completion of all response actions at this property. Sampling will not typically be scheduled in advance, but results of all sample analyses will be communicated to property owners. Some delay in sampling can be expected following reception of the access agreement by EPA.

PROPERTY INFORMATION

(To be completed by residential and/or property owner – Please Print)

Property Address: _____
(CITY) (STATE) (ZIP)

County Where Property is Located: _____

Property Owner's Name: _____

Resident's Name (If not Owner): _____

Owner's Mailing Address: _____

Owner's Telephone Number - Home: _____ Alternate: _____

Is there a residential home on the property? ☐ Yes ☐ No

Are there children under 7 years old living at this property? ☐ Yes ☐ No ☐ N/A ☐ Unknown

How long have you owned the property? _____

Has this property ever been identified under a different address? ☐ yes ☐ no (If yes, provide below)

Comments: _____

***SEE TERMS AND CONDITIONS REGARDING AUTHORITY FOR ENVIRONMENTAL RESPONSE ACTIONS ON REVERSE SIDE**

TERMS AND CONDITIONS

The activities to be implemented by EPA under this agreement are pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code (U.S.C.) 9604. EPA's right of access to the property in Section 104(e) of CERCLA, 42 U.S.C. 9604(e) 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."

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

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

- a. Obtaining environmental samples from the property
- b. Conducting a pre-excavation site walk
- c. Locating equipment and machinery on-site in preparation for and in the course of the remedial action or cleanup and restoration
- d. Backfilling with replacement material and revegetating
- e. Any other response actions necessary.

SAMPLING ACTIVITIES: Grantee agrees to provide Grantor with the results of any and all sampling and/or analyses conducted during Grantee's response activities on the properties. In accordance with Section 104(e)(7) of CERCLA, I consent to EPA releasing to the public all analytical results of any samples that EPA collects on my property, as identified by the property address.

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 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.

LIABILITY: I understand that EPA requires its contractors to maintain comprehensive vehicle liability insurance, and comprehensive general liability insurance for bodily injury, death, and loss or damage to property or third persons arising from their activities. I also understand that EPA's liability for damages to the property or injuries to persons which result from or are caused by its activities on the property shall be to the extent permitted by the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671 - 2680) and the Federal Employee's Compensation Act (5 U.S.C. §§ 8101 - 8151).