

AGREEMENT TO ALLOW ENTRY TO PROPERTY FOR ENVIRONMENTAL ASSESSMENT


1. Right of entry to premises: Grantor, as legal owner of, or holder of authority to permit access, to the below described property/premises, within the city limits of Kansas City, Missouri, hereby consents to and authorizes, pursuant to the terms of this agreement, representatives, employees, agents and contractors for the United States Environmental Protection Agency and the Missouri Department of Natural Resources, collectively Grantee, to enter upon such property, and perform Phase I and II Environmental Assessments.
2. Description: The property that is the subject of this agreement is located in the City of Kansas City, Missouri, and is described as "CLUP Areas 1, 2 & 4," and generally consists of the former LaFarge and Botsford concrete batch plant at 4701, and the current Kansas City Public Works facilities at 4721 and 4725 E. Coal Mine Road, excluding the buildings, improvements and paved areas located at 4721 and 4725 E. Coal Mine Road.
3. Entry: Permission is granted to perform and carry out investigative activities pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. Sections 9601-9675. The initial activity is scheduled to begin on or about Monday, September 17, 2012.
4. Agreements:
 - A. Grantor grants the representatives, employees, agents and contractors for the United States Environmental Protection Agency, and the Missouri Department of Natural Resources access to the above described property for the purpose of performing environmental assessments, including obtaining samples (soil, subsurface soil, air, water, groundwater and other substances) during the term of this agreement.
 - B. Grantor agrees not take any actions with respect to the property that might endanger the quality of the samples or the health and safety of any person taking such samples.
 - C. Grantee agrees to take reasonable measures to avoid interference with normal activity on the property, and to consult with Grantor to determine, if possible, mutually agreeable locations for monitoring wells.
 - D. Grantee's contractor shall locate utilities on the premises prior to sample taking.
 - E. Grantee shall give the Grantor at least forty-eight hours notice of the necessity to take any follow up samples. Grantor will not unreasonably withhold consent for such additional sampling.

F. Grantee agrees that all material and equipment utilized by the Grantee shall be removed from the property upon the completion of the environmental assessment authorized hereunder and that the property will be restored as nearly as reasonable to its original state and condition existing immediately preceding the beginning of activities authorized by this agreement, provided that if any monitoring wells are required they may be left on the property until the need for the same no longer exists, whereupon Grantee may abandon the monitoring wells by capping or other approved methods. Grantor grants to Grantee the right of access to such monitoring wells beyond the term of this agreement as necessary to take additional samples and to maintain the monitoring wells.

5. Term of agreement: This Agreement and consent shall terminate within one year of the execution by all parties of this agreement.

The undersigned have read this agreement and understand that it grants permission to the City of the United States Environmental Protection Agency, and the Missouri Department of Natural Resources to enter the above-described property for purposes of conducting the environmental assessments and agree to its terms and conditions.

 Dated: 9.6.12
Property Owner – City of Kansas City, Missouri
By Bob Langenkamp, AICP, Assistant City Manager/
Director, Department of City Planning & Development

 Dated: 9-10-12
U.S. Environmental Protection Agency, Region 7
By: _____
