

**COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

ACCESS AND CONSENT TO ENTER PROPERTY AGREEMENT

**Lot 62-A-15 H Foote Road
Charlton, MA 01507
RTN #2-0019678**

Statutory Authority: The Massachusetts Department of Environmental Protection, its employees, agents, and/or contractors (collectively "MassDEP") require access to a parcel of land, identified below, for the purpose of performing certain investigative, removal, response and/or remedial actions pursuant to the authority of M.G.L. c. 21E, §§ 4 and 8. Through execution of this Access And Consent to Enter Property Agreement ("Agreement"), Paul R. Fox acknowledges MassDEP's authority to enter the property pursuant to M.G.L. c. 21E, §8 to perform activities to protect the public health, safety, welfare and the environment, and will allow MassDEP access to this parcel of land to perform these activities in accordance with the terms and conditions set forth below.

Property Description: The parcel of land covered by this Agreement is referenced as Lot 62-A-15 on Charlton Board of Assessors Map 62. **Owner's interest in the parcel**, is referenced in a **Deed recorded 02/03/2005 in the Worcester County Registry of Deeds and at Book 35641, Page 153.**

Scope of Work: The activities to be performed by MassDEP will be undertaken in accordance with M.G.L. c. 21E and the MCP. The scope of work ("SOW") proposed by MassDEP may include, but may not be limited to, the following activities in order to investigate, address and/or eliminate any risks to public health, safety, welfare and the environment associated with the release or threat of release of oil and/or hazardous materials at the Site:

MassDEP proposes to walk the subject property to observe current conditions. In the event that any contaminated media is observed, MassDEP may collect samples for laboratory analytical testing. Media includes but is not limited to: soil, or other organic material; any suspect substance observed in or leaking from drums, vessels or other containers; and any surface water and/or sediment that may be present.

MassDEP will perform the sampling and analysis at no cost to you, the property owner.

Timing and Duration of Work Activities: The work activities described in the SOW are anticipated to begin on the week of **September 12, 2016**. MassDEP will provide reasonable advance notice to the Owner of the exact date and time for the commencement of sampling activities. MassDEP may need to return to the Site to complete the work and the Owner acknowledges through execution of this Agreement MassDEP's right to return and access the Site to perform any required additional or periodic work activities. MassDEP will provide reasonable advance notice to the Owner of the specific date(s) and time(s) for the performance of any additional or periodic work activities.

Term of Agreement: It is anticipated that all investigative activities associated with this Agreement, excluding any/all additional or periodic additional activities as set forth in the SOW will be completed by MassDEP by no later than **October 31, 2016**. With respect to MassDEP's ongoing work activities, MassDEP will continue to access the Site to perform these activities until such time as MassDEP determines that such activities are no longer required. MassDEP will provide reasonable advance notice to the Owner of the specific date(s) and time(s) for the performance of these additional or periodic work activities.

Availability of Sampling Results/Reports: All public documents relating to the proposed work activities, including all sampling analysis data and related reports, may be reviewed electronically, through access to MassDEP's website at: <http://www.mass.gov/dep/cleanup/index.htm> and searching the "Searchable Waste Site List" by the RTN referenced above. In addition, pursuant to 310 CMR 40.1403(10), the Owner will be provided with a copy of all analytical data and related reports generated as a result of this project within thirty (30) days of the date the sample results are issued to MassDEP by the analytical laboratory.

Site Responsibility/Certificate(s) of Insurance: In executing this Agreement, the Owner understands that MassDEP will exercise reasonable efforts to minimize disruption of the usual, daily activities at the Property while performing work activities under this Agreement, and will make reasonable efforts to restore the areas of the Site where the work activities occurred to its prior condition.

Upon execution of this Agreement, the Owner may obtain upon request a Certificate of Insurance from each MassDEP contractor who will be performing work on the Site. The Owner will otherwise continue to be responsible for all other liability and insurance obligations related to the Site.

No Conveyance of Property Interest: In executing this Agreement, the Owner understands that this Agreement is not intended to convey an interest in property to MassDEP.

Access Authorization: By executing this Agreement below, the Owner hereby grants access to MassDEP, its employees, authorized agents and/or contractors to enter the Site for the purpose of performing the above-referenced work activities.

Requirement of Written Revocation of Access: In executing this Agreement, the Owner also acknowledges and agrees that, in the event that the Owner seeks to revoke this Agreement, the Owner shall provide MassDEP with a written notice revoking this Access Agreement at least forty-eight (48) hours prior to MassDEP's cessation of work activities.


Paul R. Fox Date: 9-13-16